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The Solicitors' Journal and Reporter.

LONDON, DECEMBER 13, 1902.

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Current Topics.

THE DUKE OF CAMBRIDGE and other distinguished guests will
attend the dinner which the Incorporated Law Society are
giving on Thursday, the 18th inst., to the solicitors and articled
clerks who served in the late war in South Africa. We under-
stand that the number of toasts to be proposed will be strictly
limited. The occasion promises to be a very interesting one.

A PRONOUNCEMENT by the Council of the Incorporated Law
Society on the subject of solicitors' robes will be found
elsewhere. Opinions will differ as to whether it was required.
The inquiries made by the Council shew that in the majority of
districts the question has been settled by the practitioners in the
county courts, and we venture to think it ought, in all cases,
to be determined by them.

THE ANNUAL provincial meeting of the Incorporated Law
Society at Liverpool next year promises to be unusually
interesting and successful. It so happens that both the
president of the society next year (Mr. GRAY HILL) and the
Lord Mayor of Liverpool for the ensuing year (Mr. W. W.
RUTHERFORD) are Liverpool solicitors; and, as the president of
the Liverpool Law Society stated in his address at the annual
meeting of the society, which we reported last week, the Lord
Mayor has promised his help, and the society will spare no pains
to give the visitors a good reception.

A CORRESPONDENT, writing to the *Times* of the 11th inst. under the
name "LINCOLN'S-INN," calls attention to the unsatisfactory way
in which under the R. S. C. the Court of Appeal is required to deal
with questions of fact arising upon an appeal from the decision
of a judge without a jury. The letter is suggested by the
recent case of *J. W. Green (Limited) v. Hill* (*Times*, 28th
ult.), where the Court of Appeal reversed the decision of

BUCKLEY, J., upon the ground that he had not given sufficient weight to the evidence of certain witnesses. The functions of the Court of Appeal are, of course, radically different according as there has or has not been a finding of a jury upon the facts. The only way of disturbing the verdict of a jury is to move for a new trial, and this will not be granted unless the verdict was perverse. Thus the Court of Appeal is not, upon such an occasion, required minutely to sift the evidence and give a decision as to its effect. All that is necessary is that the court should ascertain whether there was such evidence that a jury might, without being simply unreasonable, give the verdict complained of. But with an appeal against the decision of a judge sitting without a jury the case is quite different. The appeal falls within the rule that "all appeals to the Court of Appeal shall be by way of rehearing," and in theory the case is entirely open when it comes before the Court of Appeal. The correspondent of the *Times* points out that the rule is a survival of the old days when all evidence in the Court of Chancery was by affidavit—when, that is, the Court of Appeal had exactly the same materials before it as those on which the decision of the court of first instance was founded. But the introduction of *voir dire* evidence has altered all this, and the Court of Appeal, in order to carry out properly the theory of a rehearing, ought to have the witnesses before it. This, of course, is not the practice, and the Court of Appeal attempts to deal with the difficulty by allowing special weight to the consideration that the judge of first instance had the advantage of actually seeing and hearing the witnesses. This, however, means that the Court of Appeal is only inadequately supplied with the materials on which its decision ought to be founded. The suggestion of "LINCOLN'S INN" is that it should be provided by statute or rule "to the effect that the finding of the judge on questions of fact in cases where he has seen and heard the witnesses in court should not be set aside on appeal, except in such cases and under such circumstances as would justify the court in setting aside the verdict of a jury." With some hesitation we draw the obvious inference that the judgment of a judge on a question of fact is not to be set aside unless it is such as no reasonable man could give. We are accustomed to hearing of juries as perverse, but are the rules to enshrine the startling suggestion that a judge may be as perverse as a jury? To alter the present procedure, either this must be done, or the decision of the judge of first instance on a question of fact must be final. The latter is probably the better solution of the difficulty.

IN ORDER to obtain satisfactory evidence of actual deception in what are called "passing-off" actions, it has long been the custom to set traps or catch-orders. The practice, if employed with honest care, seems as legitimate as it is necessary. If a trader's course of dealing is such as fairly to excite suspicions which carry their own penalty if ill-founded, he must expect to be watched as craftily as the fox near the poultry-farm. We venture, therefore, to think (with all respect) that in the recent case of *Ripley v. Griffiths* (19 Rep. Pat. Cas. 591) FARWELL, J., went rather further than justice required in commenting unfavourably upon this practice. "If you want the court," said his lordship "to rely upon the testimony of persons trapping, when they have completed their trap and have got the victim in it, the least they can do is to tell him that that is the occasion that they are going to give evidence about it in court, so that, then and there, he may be able to recall and recover his recollection of the circumstances and be ready to give his account in court, so that the court should not be asked to rely upon the testimony of the witnesses for the plaintiff on the ground that the defendant cannot possibly remember what took place." In some ways this requirement seems fair; but when it is remembered that, if this warning were offered, it would be extremely improbable that another act of passing-off would be obtained to corroborate the first, and when one bears in mind the necessary delay in the trial, with its attendant risks of death or other removal of any of the witnesses concerned, it seems just, on the balance of convenience, to let the trader run the risk. Cross-examination at the trial is always necessary in such cases, and should be sufficient protection

to the trader who is sued. More instances than one should, if possible, be brought against him, for there are obvious niceties about the "trap" which may or may not be valid in each particular case. As was said by BYRNE, J., in another recent case of *Carr & Sons v. Crisp & Co. (Limited)* (19 Rep. Pat. Cas. 497) this class of case "depends substantially upon oral testimony only"; if trap-orders were not set, "in some cases persons guilty of this conduct would escape scot free." No doubt FARWELL, J., in the case referred to did not expressly discountenance the practice in its entirety, but it seems that the strict condition which he imposes would destroy its efficacy. The question raises a nice point as to the preparation of evidence, and it only because of its importance and expensive consequences, is one which requires to be definitely settled.

A CRIMINAL TRIAL of most portentous length came to an end at the Old Bailey a few days ago. *Rex v. Rogers and Others* was a complicated case of conspiracy in dealing with trade bills, and, after occupying fifteen days, resulted in the acquittal of five out of the seven defendants. There were thirty counts in the indictment which was tried, and another indictment was held in reserve for the defendants. Although the proceedings were instituted by the Solicitor to the Treasury, the Recorder made some very strong remarks as to the manner in which the case was conducted, and as to some of the circumstances connected with its institution. He drew attention to the fact that these men had been arrested upon a warrant although they had for months been attending proceedings in their respective bankruptcies and there was really no good reason to suppose that they would fail to answer a summons; also to the fact that they were arrested on a Saturday evening, when they could not be brought before a magistrate till the Monday, and therefore had to remain in custody all Sunday. This mode of proceeding was undoubtedly a great hardship upon the defendants, especially upon those who in the end were acquitted. But it is the length of the trial which is the most remarkable feature. Now, sometimes a trial must necessarily run to a great length, and though this is always unfortunate, it is impossible to avoid it where a very large number of witnesses have to be examined on a simple issue. The Tichborne trial is the classical example of this. But in a case like *Rex v. Rogers*, where there are a number of issues and a number of defendants before a jury, and the evidence is largely documentary and exceedingly complicated, it is often almost impossible for the ordinary jurymen to get a clear grasp of the facts. It is, of course, risky to give an opinion with regard to such a case unless the whole evidence has been considered; and probably no person, except those whose business it was to do so, has waded through the mass of evidence in this case. Nevertheless, it is almost certain that the case might have been broken up into simpler issues, or groups of issues, and in such form put before a jury, a part at a time. The jury then might have got some clear idea of the matter, and not have been overwhelmed by a torrent of evidence bearing on a great number of issues. It may safely be said that such a mass of evidence would be absolutely unintelligible to a jury without careful explanation by counsel. But there are no counsel to explain the various bearings and connections of the evidence to the grand jury, whose position with regard to such a case is not an enviable one. From sheer inability to understand the complications, the grand jury is almost driven to find a true bill, so as to pass on the responsibility to a body who can be assisted in arriving at a verdict by the judge and counsel. But this is eliminating the grand jury, and depriving accused persons of one of the chances of escape provided for them by the law. Of course, as the Attorney-General said in answer to a question in Parliament, it is impossible to lay down hard and fast rules as to the length of indictments, but it is to be hoped that the remarks of the Recorder will be considered carefully in the office of the Director of Public Prosecutions, and that they will bear good fruit.

THE GENERAL principles of the law of defamation being the same in Scotland as in England, the case of *Morrison v. Ritchie* (4 Court of Session Cases, 5th series, 645), will be read with

more than ordinary interest. It was an action by husband and wife against the publishers and proprietors of a newspaper to recover damages for libel alleged to have been contained in a birth notice published in the newspaper. The following had appeared among the notices of births in a certain issue of the defendants' paper: "At ——— [giving the name of a particular hotel] on the 11th, the wife of ——— [giving a full description of the plaintiff, the husband] of twin sons." There was no foundation whatever for this statement, no such event having taken place, and the plaintiffs had, in fact, been married little more than a month before the date of the notice. The answer of the defendants was that they published the notice in good faith and in the ordinary course of business, believing the statements in it to be genuine. In these circumstances there could be no doubt that the statement was a cruel and malignant libel, but upon an application to settle the issues in the action, the defendants contended that they were not liable, and that the action ought to be dismissed, inasmuch as the notice which they had published was not libellous on the face of it, and its libellous character only became apparent in the light of surrounding circumstances. They further contended that they had always been in the habit of taking what they considered sufficient precautions to ensure the genuineness of advertisements, and that they must be taken to have "innocently" disseminated the libel within the meaning of *Emmens v. Pottle* (16 Q. B. D. 354). In that case, as is well known, a news vendor in the City of London, who had sold a newspaper containing what was alleged to be a libel on the plaintiff, escaped from liability on the ground that he had sold the newspaper in the ordinary course of business and without any knowledge of its contents. In a case decided many years before it had been held that a porter who delivered a bundle containing a number of defamatory hand-bills, and who knew nothing of the contents of the bundle, had a good defence to an action for defamation. These cases were distinguished by the plaintiff on the ground that in neither of them had the defendant had any hand in writing or printing the libel. A news vendor cannot be taken to know, nor is it his duty to know, that the newspaper which he is selling contains libellous matter. But a newspaper publishing a libel is in no better position than the originator of the libel. The Court of Session decided that the action must proceed. They declined to draw any distinction in favour of the defendant between a statement which was not on the face of it defamatory and one which, having regard to the circumstances, was defamatory. It might well be that in a large advertising business like that of the defendants it was not practicable, consistently with profit and dispatch, to make any further inquiry into the genuineness of advertisements than they were accustomed to make. It might be cheaper to run the risk of an action. But this was no reason why the plaintiff should be deprived of his remedy. The jury at the trial might consider the precautions taken by the defendants in estimating the damages. We cannot doubt that a similar decision would have been given by an English court.

INDICTMENTS against children are very seldom tried, and, therefore, the superior criminal courts rarely have occasion to consider the presumptions of law as to the capacity of infants to commit felony. A somewhat interesting case, however, was tried recently at the Stafford Assizes. The prisoner, a boy of thirteen named LOCKLEY, was charged with manslaughter. The evidence showed that a number of children were playing round a bonfire which they had made out of some rubbish, when the prisoner deliberately put a piece of blazing paper against the dress of a little girl and ran away. The child's dress at once caught fire, and she was so badly burnt that she soon afterwards died. Now, as to a child under the age of seven years, it is quite clear that there is an irrebuttable presumption of law that he is *doli incapax*, and no criminal proceedings can be taken against him. Above the age of seven, and until he reaches fourteen, the infant is still presumed to be *doli incapax*, but the presumption may be rebutted, for *malitia supplet aetatem*. To rebut the presumption, however, the prosecution must give clear and positive proof of a criminal mind in the child. In the words of BLACKSTONE, "the evidence of that malice, which is to supply age,

ought to be strong and clear beyond all doubt and contradiction." There is a case on record of a boy of eight having been convicted of arson and hanged in the seventeenth century, evidence having been given that he had considerable cunning and was actuated by revenge. It is hard to realize such an act of barbarism at the present day as the hanging of a child, but the principle established by these old cases remains. Hence it is not left to the defence to disprove the malice; it is for the prosecution to give positive and strong evidence of the malice as an essential part of the case. This must be done by shewing that the youthful prisoner not only realized what the consequences of his act might be, but also was influenced by some sinister motive, as violent animosity, revenge, or the desire of gain. In a case tried some eight or ten years ago at Liverpool, two mere children were rightly convicted of manslaughter. They had inveigled a well-dressed little boy to a lonely place, stripped him of most of his clothes, and then pushed him into a pond in which he was drowned. Here every element of malice was present, the deliberate planning of the robbery, the coveting of the good clothes, and the desire to conceal their evil deed. In the recent case, however, the accused boy seems to have been actuated by nothing worse than childish mischief and boyish delight in frightening little girls. At any rate, the prosecution proved nothing more serious, and the prisoner was acquitted.

THE CASE of *Doyle v. Jarrett*, tried before BUCKNILL, J., in London a few days ago, was a venturesome attempt to extend the liability for damage done by the negligence of third persons. The action was to recover damages for personal injuries caused by the negligent driving of the defendant or his servants. The plaintiff, while crossing the New Kent-road, was knocked down and injured by a horse and cart belonging to the defendant, a fruiterer at Wimbledon, which was on the wrong side of the road. But it appeared that the persons in charge of the cart were two lads who were not the servants of the defendant; the cart having been taken away on the day in question as it stood outside a house and not recovered by the defendant till the following day. It seemed, therefore, that there was an end of the case. The owners of horses which have escaped from control have in some instances been held liable for mischief done by them, but it is a very different thing to hold that the owner is liable for injury done by the horse through the negligence of a trespasser who is wrongfully in possession of the animal. But the plaintiff's counsel relied on *Lynch v. Nurdin* (1 Q. B. 29), where the defendant having left his horse and cart unattended in the street, a child climbed on to the back of the cart, and another boy made the horse move on, which caused the child to fall and be injured. It was held that an action might be maintained for the injury to the child. It has been said that if a decision is repeatedly cited soon after it has been pronounced, there is some ground for supposing that the decision was wrong. However this may be, there can be no doubt that *Lynch v. Nurdin* has been doubted. And even if it be regarded as law, it was probably founded on the danger to young children which might be caused if such a plaything as a cart and horse were to be left at their disposal. In *Doyle v. Jarrett* it might be said to be the natural consequence of leaving the cart unattended that some trespasser should drive off with it, but the trespasser might be a good driver, and if he were not his negligence was not connected with the wrongful possession of the horse. The judge, as might have been expected, held that there was no evidence to go to the jury, and gave judgment for the defendant.

Sir Albert Rollit, M.P., the president of the Incorporated Law Society, has left Canada for Tarpon Springs, Florida, in the United States.

It is stated that the Lord Chancellor has accepted an invitation by the Lord Mayor to be present at the laying of the foundation-stone of the new Sessions House, in the Old Bailey, on the 20th inst., and to the subsequent luncheon at the Mansion House.

A correspondent of the *Times* says that the General Council of the Bar has appointed a committee, consisting of the following gentlemen, to consider and report upon the existing state of business in the Appeal Court, viz.: Mr. Pickford, K.C., Mr. Bagnall Deane, K.C., Mr. Butcher, K.C., M.P., Mr. Leigh Clare, M.P., and Mr. E. V. Banks.

Arrears of Interest on Mortgages.

THE interesting judgment of the Court of Appeal, delivered by STIRLING, L.J., in *Re Lloyd* (reported elsewhere), emphasizes the distinction in the right of a mortgagee of land to recover arrears of interest, according as he is himself instituting or only defending the proceedings in which the question arises. Section 42 of the Real Property Limitation Act, 1833 (3 & 4 Will. 4, c. 27) imposes a limitation of six years on the arrears of interest "in respect of any sum of money charged upon or payable out of any land" which can be "recovered by any distress, action or suit," but it is silent as to any limitation when the mortgagee is not prosecuting his rights in any such manner, but is simply standing on the defensive and claiming to hold the property comprised in his mortgage until he is paid in full. At one time the force of this distinction was not perceived, and in *Du Vigier v. Lee* (2 Hare 326) and *Sober v. Kemp* (6 Hare 155) WIGRAM, V.C., was of opinion that in either case the mortgagee was restricted to six years' arrears. "It has always appeared to me," he said, in *Sober v. Kemp*, "that the terms on which a mortgagor or those claiming under him are entitled to redeem must be the same, whether they are to be ascertained in a suit for redemption or for foreclosure." But this opinion omits to notice the fundamental point in section 42, that it applies only where the mortgagee is instituting proceedings.

A method of assisting the mortgagee who was defendant in a redemption suit, which formerly found favour, was to enable him to supplement his security against the land by his security on the covenant for payment. It was settled by *Hunter v. Nockolds* (1 Mac. & G. 640) that the statute 3 & 4 Will. 4, c. 27, applied only to bar the remedy against the land; and that the mortgagee was still entitled to pursue his remedy on the covenant within the twenty years allowed for specialty debts by 3 & 4 Will. 4, c. 42. And this principle still holds good with regard to arrears of interest, though as to principal sums charged on land it has been abolished by the re-enactment of section 40 of 3 & 4 Will. 4, c. 27, in section 8 of the Real Property Limitation Act, 1874. The limit of twelve years under that section on sums of money charged on land applies to all remedies, real and personal, alike: *Sutton v. Sutton* (31 W. R. 369, 22 Ch. D. 511). And since the mortgagee was entitled to recover six years' arrears of interest against the land, and another fourteen years' arrears on the mortgagor's covenant, he was allowed in a redemption suit, in order to avoid circuity of action, to tack the additional fourteen years' arrears to his mortgage, provided, at least, that the right to tack a specialty debt existed; that is, where the person seeking to redeem was the heir or beneficial devisee of the mortgagor: *Fisher on Mortgages* (5th ed.), p. 553. Consequently in *Eley v. Norwood* (5 De G. & Sm. 240) the mortgagee was allowed twenty years' arrears of interest in a redemption suit brought by the heir of the mortgagor. On the other hand, in a foreclosure suit, where this doctrine of tacking could not be used, since it was the mortgagee who was instituting the proceedings, he was restricted to six years' arrears: *Sinclair v. Jackson* (17 Beav. 405), *Shaw v. Johnson* (1 Dr. & Sm. 412), *Round v. Bell* (30 Beav. 121).

But in fact it was quite unnecessary to have recourse to the doctrine of tacking, and the claim of the mortgagee in a redemption action to be allowed full arrears of interest is referable to the broader ground stated above, that the bar of the statute only applies where he is himself instituting the proceedings. It applies, therefore, to a foreclosure action, but not to a redemption action, and in the latter action section 42 of 3 & 4 Will. 4, c. 27, imposes no limitation on the arrears to which the mortgagee is entitled, nor indeed is any limitation imposed in such a case by 3 & 4 Will. 4, c. 42, though after the lapse of twenty years payment of interest will be presumed. It is to be noticed that there is no provision corresponding to section 34 of 3 & 4 Will. 4, c. 27, by which the right is extinguished so soon as the remedy is barred. Hence the rule is that, since in a redemption action the mortgagee is not himself taking any proceedings to recover arrears of interest, there is no limitation on his claim except that supplied by the presumption of payment after twenty years, and the mortgagor, therefore, who can only redeem on payment of all sums due

under his mortgage, will have to pay the arrears for that period, and this rule was recognized by BYRNE, J., in *Dingle v. Coppin* (47 W. R. 279; 1899, 1 Ch. 726).

The case, however, of an ordinary foreclosure or redemption action does not exhaust the subject. Under various circumstances the land may have been turned into money, and it has to be considered whether the same principle can be summoned to the help of the mortgagee. If the mortgagee has sold the mortgaged property and is holding the proceeds of sale, it is clear that he can retain his full arrears of interest in an action by the mortgagor for payment over of the surplus money. A contrary decision was given by Lord ROMILLY, M.R., in *Mason v. Broadbent* (33 Beav. 296), but this case has been overruled. "I am bound," said KINDERSLEY, V.C., in *Edmunds v. Waugh* (L. R. 1 Eq. 418), "to say that, with all deference, I cannot concur in the conclusion that a bill by a mortgagor to recover the surplus money comes within the terms of the 42nd section as being a suit by which arrears of interest are sought to be recovered"; and in *Re Marshfield* (34 Ch. D. 72), where the circumstances were similar to those in *Mason v. Broadbent*, KAY, J., approved this dictum, and held that the mortgagee was entitled to retain his full arrears of interest out of the proceeds of sale of the mortgaged property.

And although the mortgagee does not actually retain the proceeds of sale in his hands, yet he may be entitled to the benefit of the same principle. In *Edmunds v. Waugh* (supra) trustees under the will of the mortgagee had sold the property and had paid the proceeds into court in an administration action. It was held that the fund was still constructively in the hands of the trustees, and upon a petition by them for payment out of court, they were not restricted to six years' arrears. The petition was not in the nature of a suit to recover interest under section 42, but was a means of restoring to them money which had been all the time in theory under their control. Hence they were enabled to exercise their ordinary right of retention. Where the money has never been in the mortgagee's hands, but has been paid direct into court, the case is not so plain, and hitherto it has seemed to be settled that the court, since it held the money on behalf of all parties, would only allow the mortgagee such interest as he could obtain in proceedings taken by himself. In *Re Stead's Mortgaged Estates* (2 Ch. D. 713) land subject to an equitable mortgage had been taken under the Lands Clauses Acts and the purchase-money paid into court. The mortgagee petitioned for payment of his debt out of the fund, and MALINS, V.C., held that he could only be allowed his principal and six years' arrears of interest. The petition was treated as a suit to recover the land. And a similar result was arrived at by BACON, V.C., in *Re Slater's Trusts* (11 Ch. D. 227), where the petition was presented by the mortgagor. It was held that since the mortgagee, had he applied to the court, could only have recovered six years' arrears, the same limitation must be observed by the court in distributing the fund among the parties entitled.

The correctness of the decision in *Re Slater's Trusts* has had to be considered by the Court of Appeal in *Re Lloyd* (supra). There a beneficiary under the trusts of a will, which directed the sale of land devised to the trustees, had mortgaged his share. The land was sold in an administration action, and the share of this beneficiary, who had died, was carried to a separate account. His legal personal representatives took out a summons for payment out of court of the balance of the fund after payment of the amount due to the mortgagee for principal and six years' arrears of interest. According to *Re Slater's Trusts* this was what they were entitled to, but the Court of Appeal have now applied to such a case the distinction stated above, and the rights of the mortgagee depend entirely on the question whether it is he or the mortgagor who is taking the proceedings to recover payment. In *Re Stead's Trusts* (supra) it was the mortgagee who petitioned for payment out, and hence he was rightly restricted to six years' arrears. In *Re Slater's Trusts* it was the mortgagor, and hence he ought only to have had the surplus after leaving in court enough for the mortgagee's debt with full arrears of interest. So in *Re Lloyd* the mortgagor's representatives were bound to leave in court a similar amount. The result can hardly be regarded as satisfactory, for it practically compels a mortgagee to wait for his money until

the mortgagor chooses to take proceedings for payment out of the surplus, and a case can easily be imagined where the mortgagor would have everything to gain by waiting. But the whole subject is extremely artificial. If there is to be a limit on arrears at all, it should be one of universal application, and not dependent on the accidents of procedure.

Underwriting Shares on Reconstructing Companies.

In the recent case of *Booth v. New Afrikaner Gold Mining Co.* (noticed *ante*, pp. 88, 91) it appears that some rather important observations were made by some of the Lords Justices during the argument of the case in the Appeal Court. These observations may be only *dicta*, but *dicta* often ripen into decision, and in the meantime they indicate the drift of the judicial mind.

The subject under discussion was section 8 of the Companies Act, 1900, sub-section 1 of which says that "upon any offer of shares to the public for subscription it shall be lawful for a company to pay a commission to any person in consideration of his subscribing, or agreeing to subscribe, . . . for any shares in the company," provided there is due authority in the articles of association and due disclosure in the prospectus. Lord Justice VAUGHAN WILLIAMS said: "Leave the Act of Parliament out of consideration, and take the case you have put—of an issue of seven shares to the public and a commission paid in respect of the whole of the balance of shares, and the fact of payment being mentioned in the prospectus which invited subscriptions for the seven shares—unless there is something to validate that under the Act of 1900, apart from the statute, that would not be a lawful agreement." "Mr. HALDANE says the words of the section justify it. You may think it a very bad Act of Parliament, but you have no right to alter it." "Do you mean to suggest—apart from an argument arising on convenience, or hardship, or probability—that *prima facie* the words are not wide enough to include the case which you have put? I should have thought they were, *prima facie*. What is there in those words [the beginning of sub-section 1] to say that the commission need be in consideration for his subscribing for the shares offered to the public?" Lord Justice STIRLING said: "Suppose it was contemplated to deal with the whole of the shares of the company, and this was done by offering half of them to the public, and by simultaneously, and as part of the same transaction, procuring an individual, in consideration of a commission, to take the rest, why should not that be within the section?" The Lords Justices might have called in aid section 10, sub-section 1 (A), which requires a prospectus to state "the amount (if any) paid or payable as commission for subscribing or agreeing to subscribe for any shares in the company"—not any shares offered for subscription.

But this reading of the Act is, to say the least of it, novel. The key-note to section 8 (sub-section 1) is "subscription," and the provision does not apply at all except "upon an offer of shares" for public subscription. In such a case—and only in such a case—a commission may be paid for subscribing or agreeing to subscribe for shares. With diffidence, in the face of such weighty *dicta*, it is submitted that the only commission lawfully payable is in respect of the shares offered for public subscription—for it is only upon that offer that a commission can be paid. If the opposite construction is the right one, the Act might just as well have said: "So long as the company does offer some of its shares for public subscription, underwriting commission may be paid on any of its shares, whether so offered or not, provided the articles authorize it and the prospectus discloses the amount," for the object in legalizing commissions on shares not offered to the public in the case only of their payment being simultaneous with a public offer of other shares, is not apparent.

What was the object of section 8? In the case of a private company—one "which does not issue any invitation to the public to subscribe for its shares"—the underwriting commissions allowed by section 8 are invalid. Why are underwriting commissions invalid in the case of a private company, but valid, subject to certain conditions, in the case

of a public company? Presumably because the transaction is a reduction of capital, which the members of a private company cannot be trusted to arrange amongst themselves. They would know all about it, and be probably treated to the same reduction all round; and the greater the reduction was, the better it would be for them—as between themselves and the creditors—in the event of winding up. When the public are invited to subscribe, it seems to be right to tell them that some people are—possibly on the ground of extra risk—going to be let in as shareholders without paying so much as the subscribers pay; they are warned that the apparent paid-up capital will not be so large as if everybody paid up in full. If shares outside those offered by the prospectus are to be underwritten, and if this can be legally carried into effect, it is right that the public subscribers should know of this by means of a statement in the prospectus—whether this can be legally done remains to be seen—but the persons who are really affected are the creditors of the company, and there is nothing in the Act of 1900 to protect them except sub-section 2, which renders illegal any underwriting commission not authorized by sub-section 1 of section 8. It seems strange if creditors of public companies in England with many millions of capital have not the right, or ought not, to be represented, when questions such as those arising on section 8 are to be argued. A new company may have no existing creditors when such a question comes on to be argued, but sub-section 2 contains a statutory prohibition against payment of underwriting commissions "save as aforesaid," and there is ample authority to shew that the Attorney-General may, in the public interest, intervene to protect the public from the breach of a statutory obligation, even in the absence of proof of any special damage.

Having expressed our own view on the subject, we may, however, add the following remarks in support of the Lords Justices' view by a correspondent who has a special knowledge of the case in question. He says that Lord DAVEY in *Hilder v. Dexter* (1902, A. C. 474) has expressed the view that by the 8th section of the Act of 1900 the Legislature was desirous of enabling remuneration to be paid for services rendered in placing, or procuring subscription of, the company's capital, and it appears to have hit upon what may be termed a compromise. The key-note of this compromise, as Lord DAVEY calls it, appears to be publicity. And if this publicity is attained on the occasion of the offer to the public, it appears to be of no consequence, so far as the object of the Act is concerned, whether the whole of the shares in question are offered to the public or whether some of them are privately subscribed by (for instance) the underwriters' friends. The object of the section appears to be attained by a literal construction of the word "any," and, this being so, there is no reason for departing from the literal meaning.

In this conflict of view, we must hope that there may soon be a direct decision on the point. And, in the meantime, we may at any rate impress on those concerned in these matters the necessity of caution in this respect.

Correspondence.

The Practice of the Land Registry.

[To the Editor of the Solicitors' Journal.]

Sir,—Mr. Woolnough is quite right in saying that the proprietor of a registered charge can sell under his power of sale after any lapse of time, and to that extent my illustration was inaccurate. But this does not effect my argument that the conveyance of the unregistered legal estate to the chargee was useless, for in the case supposed the purchaser obtains the registered legal estate under section 8, sub-section 4, of the Land Transfer Act, 1897.

I should be glad if Mr. Woolnough would explain how and in what circumstances the conveyance of the unregistered legal estate to a chargee can be of use to him. I submit that it cannot give him the same advantages that a mortgagee of unregistered land enjoys, for in the case of unregistered land there is only one legal estate, and this is conveyed to the mortgagee, so that when the equitable interest of the mortgagor is extinguished by adverse possession, the mortgagee has a complete title. Not so with the chargee. No length of adverse possession will enable him to deal with the land as his own. He cannot effectively settle it on his marriage or devise it by will,

for the persons claiming under him can have no better title than he had, and that title is always overshadowed by the registered legal estate, which is in another person.

If length of possession does not affect the registered title until the register is rectified, it would be interesting to know what are the rights of the registered proprietor after his chargee has been in adverse possession for more than twelve years. Is he still entitled to redeem? If so, the chargee is in an awkward position. If not, the result is that the land is registered in the name of a person who has no beneficial interest in it, while the person beneficially entitled is unable to get himself registered as proprietor without an order of the court. I shall be glad if Mr. Woolnough would explain how the ownership of the "legal estate" could be of any service to the chargee in such a case.

A CONVEYANCER.

Dec. 9.

The Land Certificate.

[To the Editor of the Solicitors' Journal.]

Sir,—We enclose copy of a letter we wrote on the 6th instant to the registrar and copy of his reply dated 8th instant. Your readers can form their own opinion as to whether or not the statement made that the signing of the certificate is a "merely formal matter" is a satisfactory answer to the question we asked.

Dec. 9.

LEGGATT, RUBINSTEIN, & Co.

The following are the letters referred to by our correspondents:

5, Raymond-buildings, Gray's-inn, W.C.
6th December, 1902.

Title No. 65,475.

Sir,—We have this morning received this land certificate.

We notice that on its face the certificate is signed as follows: "E. M. Slaughter, for Assistant Registrar." Will you kindly say under what rule or regulation the certificate has to be signed. It certainly seems strange to us that apparently any person can sign the certificate.—Yours truly,

(Signed) LEGGATT, RUBINSTEIN, & Co.

The Registrar, Land Registry, Lincoln's-inn-fields, W.C.

34, Lincoln's inn-fields, London, W.C.
8th December, 1902.

Title 65,475

Gentlemen,—I am directed by the registrar to acknowledge the receipt of your letter of the 6th inst., and to say in reply that the signing of land certificates is not specifically provided for in the rules, but it would appear to be one of those merely formal matters as to which rule 276 gives to the registrar a discretionary power.—I am, gentlemen, your obedient servant.

Messrs. Leggatt, Rubinstein & Co.,
5, Raymond-buildings, Gray's-inn, W.C.

[To the Editor of the Solicitors' Journal.]

Sir,—Among your correspondents' many criticisms upon compulsory registration one minor point of a sentimental character has escaped comment, although, mayhap, it throws a side-light "of a sort" upon motives and methods.

The prescribed form of land certificate is headed with the Royal Arms. To this has—without authority—been added a border embellished (?) with escutcheons ticketed with names of Chancellors who, it may be assumed, are to be regarded as the authors, direct or indirect, of the system. Considering that the system has not yet won any considerable share of public approval, this parade of its authors is premature, and in doubtful taste—though questions of taste are, of course, beneath, or above the official mind. Landowners may reasonably object to their monuments of title being defaced with a collection of mushroom heraldry. If they are to be forced willy-nilly to swallow registration, why add insult to injury by thrusting down their throats the nauseous drug wrapped in a pictorial advertisement of its compounders.

64, Burnaby-gardens, Chiswick, Dec. 9. HERBERT E. BORROW.

The Land Registry.

[To the Editor of the Solicitors' Journal.]

Sir,—Pondering Mr. Brickdale's report to the Lord Chancellor to which you so admirably draw attention, it is quite plain that the oracle-workers at the Land Registry are chiefly animated by a consuming desire to swell the army of officials and to efflict the landed interest with a Bureaucracy—that most hateful form of government.

To catch the groundlings, their cry is, "Every man his own lawyer," adding, *sotto voce*, "so that no one may be without a fool for his client."

That a statesman so acute as the present Lord Chancellor is going to be "caught" with this cry, I, for one, do not believe. But it behoves landowners to be vigilant.

Lincoln's-inn, Dec. 8.

F. STROUD.

Conducting Auction Sales by Solicitors.

[To the Editor of the Solicitors' Journal.]

Sir,—This is a topic which ought to be seriously considered by solicitors.

In these modern times, when modern legislation has cut down the work usually done by a solicitor, and when auctioneers prepare agreements relating to properties they let and sell, I think that solicitors having estates to sell by auction are entitled to sell them and earn the commission usually paid to an auctioneer.

Conducting sales by auction is part of the profession of a solicitor, as is shown by the general order made in pursuance of the Solicitors' Remuneration Act, 1881, Schedule I., Part I. This schedule fixes the solicitor's remuneration "for conducting a sale of property by public auction," "including the conditions of sale."

In Scotland I believe solicitors conduct auctions, and it would be well if some of your readers conversant with the Scotch practice would inform your readers what that practice is.

X. Y. Z.

London, Dec. 4.

Points to be Noted.

Company Law.

Meetings of Shareholders—Amendments.—At the first meeting to pass a resolution, a special resolution may be passed which, owing to an amendment being carried, is not identical with the resolution set out in the notice of meeting. Thus, when notice was of an intended resolution to remunerate directors at the rate of 40 per cent., and the resolution passed reduced it to 30 per cent., the resolution was held good. As decided in *Wall v. London and Northern Assets Corporation* (1898, 2 Ch. 469), at the second meeting the resolution passed at the first meeting cannot be amended, it must be confirmed or rejected *en bloc*.—*TORBOCK v. LORD WESTBURY* (Swinfen Eady, J., July 29) (1902, 2 Ch. 871).

Reconstruction under Power in Memorandum of Association.—In *Cotton v. Imperial and Foreign Agency and Investment Corporation* (1892, 3 Ch. 454), at the extraordinary meeting approving of a sale of the company's undertaking for shares in a new company, under a power in its memorandum of association (and not under section 161 of the Companies Act, 1862), a resolution for voluntary winding up was not passed. After the execution of the sale agreement a special resolution for voluntary winding up was passed and confirmed, and Chitty, J., held that the selling company had not exceeded its powers. Where a company, at one extraordinary meeting, passed by a three-fourths majority a resolution approving of a similar agreement (providing for certain things which could only be done in the event of winding up) and for voluntary winding up, and at a subsequent meeting the second resolution was confirmed as a special resolution, an attempt to distinguish the decision of Chitty, J., failed. The Act of 1862, when providing that the memorandum of association is to state "the object for which the proposed company is established," does not mean objects only which the company is established to carry out as a going concern. Some of the objects may be those which the company is going to carry out when it is ceasing to be a going concern—e.g., powers to sell its undertaking, and to distribute assets *in specie* in a winding up.—*DOUGHTY v. LOMAGUNDA REEFS (LIMITED)* (Buckley, J., July 11) (1902, 2 Ch. 837).

Common Law.

Fraudulent Conversion of Goods—Loss to One of Two Innocent Parties—Estoppel.—The appellants, who were timber merchants, warehoused imported timber with a dock company, and instructed the company to accept all transfer or delivery orders signed by their clerk C. on their behalf. C. had authority from the appellants, his employers, to sell timber to certain regular customers at prices fixed by the appellants. C., under an assumed name, and from an address obtained for the purpose, sold a quantity of timber to the respondents, who knew nothing of the appellants nor of C. under his real name. The sale was carried out by C. by giving the dock company orders for the transfer of the timber into his assumed name. He then signed delivery orders to the respondents in this assumed name, obtained the price of the timber, and fraudulently appropriated it to his own use. The respondents acted throughout in good faith. Held, that the appellants were not estopped from denying C.'s authority to sell, as they had never held him out to the respondents as their agent; therefore that as C. had no authority to sell, he could not give the respondents any title; and that the appellants were entitled to recover the price of the timber from the respondents.—*FARQUHARSON BROTHERS & Co. v. KING & Co.* (1902, A. C. 326).

Conveyancing.

Tenant for Life.—A beneficiary under a will who is entitled by the terms of the will to occupy a mansion-house during his life has the powers of a tenant for life under the Settled Land Acts, notwithstanding that the will imposes upon the trustees the duty of keeping up the mansion-house and of employing and paying the servants. To give him such powers it seems that the right to exclusive possession is not necessary. It is enough that he has the absolute right of residing in the house.—*RE BARONESS LLANOVER* (Swinfen Eady, J., July 19) (51 W. R. 89; 1902, 2 Ch. 679).

Result of Appeals.

Appeal Court I.

(New Trial Paper.)

Beaumont v. Mayor, &c., of Huddersfield. Application of defendants for judgment or new trial on appeal from verdict and judgment, dated July 30, 1902, at trial before Mr. Justice Grantham and a special jury, Leeds (advanced by order). Dismissed with costs. Dec. 5.

(Original Motions.)

Lloyd v. Woolland Brothers. Application of defendants to attach plaintiff's solicitor for contempt of court. Dismissed with costs. Dec. 8.

In re The Workmen's Compensation Act, 1897. Elvin v. Woodward & Co. Application of Woodward & Co. for security for costs of appeal (No. 17, W. C. C.). Dismissed with costs. Dec. 8.

Weavings v. Kirk & Randall. Application of Kirk & Randall for security for costs of appeal (No. 24, W. C. C.). Allowed; £15. Dec. 8.

Davy v. Bisini. Application of plaintiff for security for costs of appeal (No. 44, K. B. Interlocutory). Allowed; £15. Dec. 8.

(Interlocutory List.)

McIntosh v. Van Houten. Appeal of plaintiff from order of Mr. Justice Darling, dated Nov. 6, 1902. Dismissed with costs. Dec. 8.

The English Sewing Cotton Co. (Limited) v. Andrew Knowles & Sons (Limited). Appeal of plaintiffs from order of Mr. Justice Darling, dated Nov. 17, 1902. Allowed. Dec. 8.

Chesterfield Rural District Council v. Newton. Appeal of plaintiffs from order of Mr. Justice Darling, dated Nov. 7, 1902. Allowed. Dec. 8.

Same v. Newton and The Barlborough, &c., Co. and Others. Appeal of Barlborough, &c. Co. (Limited) from order of Mr. Justice Darling, dated Nov. 17, 1902. Allowed. Dec. 8.

La Soci  , &c. v. Countess of Warwick. Appeal of plaintiffs from order of Mr. Justice Darling, dated Nov. 3, 1902. Allowed. Dec. 8.

Bonsall v. R  s. Appeal of defendant from order of Mr. Justice Darling, dated Nov. 24, 1902 (advanced by order). Allowed. Dec. 8.

Neal & Wilkinson v. Baxter. Appeal of defendant from order of Mr. Justice Darling, dated Nov. 18, 1902. Allowed; costs in the cause. Dec. 8.

Bray and Another v. Barnes and Others. Appeal of plaintiff from order of Mr. Justice Darling, dated Nov. 13, 1902. Allowed; costs in the cause. Dec. 8.

(New Trial Paper.)

Hedson v. City and West End Properties (Limited). Application of defendants for judgment or new trial on appeal from verdict and judgment, dated July 3, 1902, at trial before Mr. Justice Jelf, with a jury, Middlesex. Dismissed with costs. Dec. 9.

Harris v. Bentley, Taylor, and Another. Application of plaintiff for judgment or new trial on appeal from verdict and judgment, dated July 9, 1902, at trial before Mr. Justice Wills and a special jury, Middlesex. Dismissed with costs. Dec. 9.

Aked v. Dreyfus. Application of plaintiff for judgment or new trial, on appeal from verdict and judgment, dated July 10, 1902, at trial before Mr. Justice Ridley and a special jury, Middlesex. Dismissed; no costs on trial or appeal. Dec. 9.

Walker v. London United Tramways (Limited). Application of defendants for judgment or new trial on appeal from verdict and judgment, dated July 1, 1902, at trial before Mr. Justice Darling and a special jury, Middlesex. Dismissed with costs. Dec. 9.

Grantham v. Haines. Application of defendant for judgment or new trial on appeal from verdict and judgment, dated July 30, 1902, at trial before Mr. Justice Darling and a common jury, Middlesex. Allowed with costs. Dec. 10.

Roberts and Another v. The Guildford Electricity Supply Co. (Limited) Application of defendants for judgment or new trial on appeal from verdict and judgment, dated July 24, 1902, at trial before Mr. Justice Phillimore and a special jury, Guildford. Settled on terms. Dec. 11.

Hand v. Bullock and Swindells. Application of defendant Bullock for judgment or new trial on appeal from verdict and judgment, dated July 25, 1902, at trial before Mr. Justice Ridley and a special jury, Chester. Dismissed with costs. Dec. 11.

Appeal Court II.

(In Bankruptcy.)

In re Charles Bright (to be mentioned). No appearance. Dec. 5.

In re A Debtor (ex parte The Petitioning Creditors), No. 983 of 1902. From an order made by Mr. Registrar Hope, dated Nov. 7, 1902, adjourning the petition generally (liberty to apply). Allowed with costs. Dec. 5.

In re A Judgment Debtor (ex parte The Judgment Debtor), No. 2,365 of 1902. From an order made by Mr. Registrar Brougham, dated October 29, 1902, dismissing with costs the debtor's application to set aside a bankruptcy notice. Withdrawn on terms. Dec. 5.

(General List.)

For Judgment.

In re Lloyd. Lloyd v. Lloyd. Appeal of R. L. Allen and Another from order of Mr. Justice Farwell, dated Nov. 1, 1901. Allowed with costs. Dec. 6.

(Interlocutory List.)

Ormerod, Grierson & Co. (Limited) and Others v. St. George's Ironworks Co. (Limited) and Others. Appeal of plaintiffs from order of Mr. Justice Kekewich, dated Nov. 21, 1902. Dismissed with costs. Dec. 10.

(General List.)

In re Parkin. Fisher v. Parkin. Application of defendant, D. E. Parkin (an infant), from order of Mr. Justice Kekewich, dated Jan. 29, 1902. Allowed with costs. Dec. 10.

In re Alexander's Trusts. Alexander v. Shuter. Appeal of defendants C. S. Shuter and Another, from order of Mr. Justice Kekewich, dated Jan. 23, 1902. Allowed with costs. Dec. 10.

Kopp v. Rosenwald. Appeal of defendant from the order of Mr. Justice Buckley, dated March 3, 1902. Dismissed on opening. Dec. 11.

(Compiled by Mr. ARTHUR F. CHAPPEL, Shortland Writer.)

Cases of the Week.

Court of Appeal.

BEAUMONT v. MAYOR AND CORPORATION OF HUDDERSFIELD.
No. 1. 3rd, 4th, and 5th Dec.

WATER—WATERWORKS—STATUTORY OBLIGATION TO CAUSE WATER TO FLOW INTO RIVER—FAILURE TO PERFORM OBLIGATION—NEGLECT—PENALTIES—LEWIS v. CORPORATION OF SWANSEA (4 TIMES L. R. 122, 705) DISTINGUISHED.

Appeal by the defendants from Grantham, J., and a jury at the Leeds Assizes. The defendants applied for a new trial of eight actions, which had been tried before Grantham, J., and a jury at Leeds. The actions were brought by eight several plaintiffs to recover penalties from the defendants under the Huddersfield Water Act, 1869. The actions arising out of the same circumstances, an order was made that they should be consolidated. By the Huddersfield Water Act, 1869, the corporation were authorized to make and maintain certain waterworks and conveniences connected therewith, and to enter on, take, and use certain lands, and to take, use, get, and appropriate certain streams and waters. By section 28 of the said Act it was enacted that "As compensation for the taking of such waters by this Act authorized to be taken as at the passing of this Act directly or derivatively flow or proceed into Brow Grains Dike, Meltham Dike, and the River Holme respectively, the corporation shall cause to flow from the reservoir to be constructed at or near Blackmoor Foot, down a pipe or aqueduct into the said Brow Grains Dike at a point near to and above New Bridge Mill, 951 gallons per minute during the following hours of every lawful working day, that is to say, from six o'clock in the forenoon to 6 o'clock in the afternoon." By section 22 of the said Act it was provided that: "In case of neglect on the part of the corporation to maintain any such gauge in a state of efficiency, and in case of any other neglect by or in consequence of which any of the several quantities of water aforesaid from the said reservoirs shall not so flow, the corporation shall for every day on which such neglect occurs forfeit and pay to the occupiers of each of the mills and works affected thereby (who may sue for and recover the same) the sum of £5, and shall in addition make compensation for any loss, damage, or injury sustained by such occupiers or any of them in respect of which such penalties are an insufficient compensation, and such occupiers may

respectively from time to time recover such compensation with costs from the corporation by proceedings in any court of competent jurisdiction." For many years the corporation, in pursuance of their powers, had appropriated waters which flowed into Brow Grains Dike, Meltham Dike, and the River Holme respectively, and were subject to an obligation to supply such compensation water as was prescribed by section 28. The plaintiffs alleged that in consequence of the neglect of the corporation on each of the working days from the 23rd of September to the 11th of November, 1901, inclusive, the quantity of water aforesaid did not so flow, as required by the Act, from the reservoir at Blackmoor Foot into the Brow Grains Dike. The plaintiffs were, severally, the occupiers of mills and works which were, during the said period, injuriously affected by reason of the neglect of the defendants to perform such statutory obligation as aforesaid, and the plaintiffs alleged that they were damaged and prejudiced in the conduct of their several businesses respectively. The several plaintiffs in each of the consolidated actions claimed penalties of £5 per day for forty-three days. The defendants denied that they had been guilty of any neglect, and said that the quantity of water required by the Act did in fact flow into the said dike on the days in question, or, if in fact it did not so flow, any deficiency in such flow was due to the act of God in causing a drought which prevented such water flowing. They also denied that the plaintiffs had suffered any damage. They also pleaded the Statute of Limitations. In the alternative the defendants said that, on the true construction of sections 28 and 32 of the Act, they were at the most liable for no more than one penalty in respect of each of the days upon which their alleged neglect caused such deficiency in the statutory flow of water into Brow Grains Dike, and that such penalty was payable either to all the plaintiffs jointly or to the plaintiff or plaintiffs who first sued the defendants, and in respect of such defaults on each of such several forty-three days the defendants brought £15 into court, and said that the same was sufficient to satisfy the claims of all the plaintiffs in the consolidated actions. At the trial the jury found in favour of the plaintiffs, and judgment was entered for £15 for each of the plaintiffs. The defendants now appealed, on the grounds that there was no evidence of any neglect on their part, that the learned judge had misdirected the jury, and that on the true construction of the Act they were only liable for one penalty of £5 for each day, section 32 of the Act allowing any mill-owner to claim in addition for any loss actually sustained by him, of which there was no evidence in the present case.

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.JJ.) dismissed the appeal.

COLLINS, M.R., in giving judgment, said the Act provided that the corporation should make compensation, not in money, but in water, to the occupiers of such mills; it imposed on them the duty of sending down a specified quantity of water from the reservoirs every day for that purpose, and it further enacted that, in case of any neglect by or in consequence of which that quantity should not flow down, the corporation should be liable to pay penalties to the occupiers of each of the mills, and, in addition, might be liable to pay them general compensation for every day on which such neglect occurred. The plaintiffs alleged that the defendants had failed to perform their statutory duty, and they claimed penalties. The plaintiffs obtained a verdict and judgment. One question now raised was whether, on the true construction of the Act of Parliament, the defendants were liable to pay more than one penalty, or only one penalty, for every day on which the neglect occurred. The statute itself was at the basis of the discussion. It was clear that a duty was imposed on the defendants; the question was whether the plaintiffs made out that there had been a breach of it. During the period in question there had been an exceptional drought, but the insufficiency of the water was not traced to that. The plaintiffs proved that they did not receive their proper supply of water. This established a *prima facie* case. The plaintiffs also proved that during the period in question the defendants were selling water, and thereby diminishing the amount of water which would otherwise have been available for their supply. In his (the learned judge's) opinion the case put forward by the plaintiffs raised a presumption of a failure of duty on the part of the defendants quite as strong as that in the case of *Kearney v. London, Brighton, and South Coast Railway Co.* (20 W. R. 24, L. R. 6 Q. B. 759). Under the circumstances he thought the verdict and judgment for the plaintiffs must be allowed to stand. With regard to the question of penalties, this case was different from that of *Lewis v. Corporation of Swansea* (4 Times L. R. 121, 706). Here it was perfectly clear from the express words of section 32 that penalties were payable to the occupiers of each of the mills affected by the neglect.

ROMER and MATHEW, L.JJ., delivered judgments to the same effect. Appeal dismissed.—COUNSEL, Tindal Atkinson, K.C., Upjohn, K.C., and E. W. Harper; Scott Fox, K.C., and F. J. Waugh. SOLICITORS, Riddell & Co., for F. C. Lloyd, Huddersfield; Van Sandus for Mills & Co., Huddersfield.

[Reported by R. G. STILLWELL, Esq., Barrister-at-Law.]

RE LLOYD LLOYD v. LLOYD. No. 2. 21st and 22nd July, 6th Dec.

MORTGAGE OF REVERSIONARY INTEREST—FUND IN COURT—AMOUNT OF ARREARS OF INTEREST TO WHICH MORTGAGEE IS ENTITLED—STATUTE OF LIMITATIONS, 3 WILL. 4, c. 27 AND c. 42.

This was an appeal from a decision of Farwell, J. Under the will, made in 1861, of E. A. Lloyd, one of his sons, Francis Lloyd, was entitled to a share of his residuary estate, subject to a life interest which expired in 1900. This share F. Lloyd, since deceased, mortgaged to secure a loan of £500. An action having been commenced for the administration of E. A. Lloyd's estate, the real and personal estate was sold under the direction of the court, and F. Lloyd's share was carried over to a separate account. A summons was then taken out by F. Lloyd's representative

for payment out of the balance of the fund after payment of the principal and six years' interest. The mortgagee's representative claimed to be entitled to payment of full arrears of interest. A conflict of authority exists on the question, and Farwell, J., held that the mortgagee's representative was entitled to six years' interest only. The mortgagee's representative appealed.

DEC. 6.—THE COURT (VAUGHAN WILLIAMS, ROMER, and STIRLING, L.JJ.) allowed the appeal, the judgment being delivered by STIRLING, L.J., who, after stating the facts, said: It was contended for the mortgagee that the arrears of interest were not being recovered by any distress, action or suit, and that the debt itself was not destroyed by the Statute of Limitations, and that the court ought not to pay the fund out except on terms of payment of all arrears. [His lordship then read 3 Will. 4, c. 27, ss. 40 and 42, and c. 42, s. 3, and referred to the decisions, in some respects conflicting, in *Dearman v. Wyche* (9 Sim. 570), *Henry v. Smith* (2 Dr. & W. 381), *Wrisson v. Vase* (3 Dr. & W. 104), *Du Vigier v. Lee* (2 Ha. 326), *Sinclair v. Jackson* (1 W. R. 400, 17 B. 405), *Hunter v. Nockolds* (1 M. & G. 610), *Hughes v. Kelly* (3 Dr. & W. 482), *Shaw v. Johnson* (9 W. R. 629, 1 Dr. & Sim. 413), and *Round v. Bell* (9 W. R. 846, 30 B. 121), and to *Heath v. Pugh* (30 W. R. 553, 7 A. C. 235).] His lordship then said that "in the opinion of the court the practice as to foreclosure actions was governed by the rule laid down by Lord Chancellor Cottenham in *Hunter v. Nockolds*, in accordance with which the plaintiff was always confined to six years' arrears of interest. The statute, however, only took away the mortgagee's remedy by distress, action or suit, and he was still at liberty to enforce his right by lien or retainer: as to which see *Higgins v. Scott* (2 B. & Ad. 413) and *Courtenay v. Williams* (3 Ha. 539). In *Mason v. Broadbent* (12 W. R. 118, 33 B. 296) Lord Romilly held that a mortgagee who had sold could only retain six years' interest; but in *Edmonds v. Waugh* (14 W. R. 257, L. R. 1 Eq. 418) Kindersley, V.C., held that mortgagees were entitled to retain twenty years' interest out of a fund in court, drawing a distinction between an action by the mortgagee to recover interest and a proceeding by the mortgagor to redeem, to which latter he held the statute did not apply. And in *Re Marshfield* (35 W. R. 491, 34 Ch. D. 721) Kay, J., followed *Edmonds v. Waugh*, as did Byrne, J., in *Dingle v. Coppin* (47 W. R. 279; 1899, 1 Ch. 726). His lordship then said that in the opinion of the court the principle of these last cases was the sound one, though none of them quite covered the present case, in which the mortgagees had never had the proceeds of sale in their hands. They were not seeking to recover arrears by distress, action or suit, nor were the representatives of the mortgagor in form seeking to redeem. It was said, on the authority of *Re Bell* (44 W. R. 99; 1896, 1 Ch. 1), that if the representatives of the mortgagee applied for payment of the fund they would be limited to six years' arrears of interest. That case, however, did not shew that the court would withhold the fund from the mortgagee, and moreover, the proceedings were being taken by the representatives of the mortgagor, on whom the court could impose terms before giving them equitable relief. In the opinion of the court the mortgagee's representatives ought only to be allowed to recover the fund on the same terms as if they were bringing a redemption action. His lordship then referred to *Re Stead's Mortgage Estates* (24 W. R. 698, 2 Ch. D. 713), the decision in which, whether well founded or not, did not apply here, since that was a petition by the mortgagee, and to *Re Slater's Trusts* (37 W. R. 448, 11 Ch. D. 227), where, on a petition by a mortgagor for payment out, Bacon, V.C., held that the mortgagee was only entitled to six years' arrears, since he could have recovered no more in proceedings by himself. The court considered that the learned judge had overlooked the terms of 3 Will. 4, c. 27, s. 42, and the difference in the position of a mortgagee who is proceeding himself and one who is simply relying on proceedings by the mortgagor. That decision ought not to be followed, and the appellant in the present case was entitled to be paid his full arrears of interest out of the fund in court before the representatives of the mortgagor received anything.—COUNSEL, Butcher, K.C., and E. J. Parker; Levett, K.C., and Errington. SOLICITORS, Norris, Allen, & Chapman; Palmer & Bull.

[Reported by H. W. LAW, Esq., Barrister-at-Law.]

RE A DEBTOR. *Ex parte* THE PETITIONING CREDITORS (NO. 983 OF 1902). No. 2. 5th Dec.

BANKRUPTCY PETITION—PENDING ACTION BETWEEN CREDITOR AND DEBTOR—CROSS-CLAIM BY DEBTOR—ADJOURNING PETITION.

This was an appeal from an order of a registrar adjourning a bankruptcy petition generally. The petitioning creditors were executors whose testator and the debtor had embarked on a joint venture for the purpose of raising money to purchase landed properties in South Africa. Disputes had arisen about this, and the petitioning creditors had commenced an action against the debtor in the Chancery Division claiming a declaration that the debtor was a trustee of the properties for them, and an order for transfer and delivery of title deeds, or, in the alternative, payment of sums due from the debtor to their testator's estate. The debtor had also mortgaged some of the properties to a bank, it was alleged without the knowledge of the testator. The debtor contended that if the property was sold these would be a profit, his share of which would exceed the amount of the debt, and the registrar adjourned the petition pending the hearing of the Chancery action. The petitioning creditors appealed, and it was contended for them that there was nothing in the circumstances to prevent the immediate hearing of the petition. For the debtor it was argued that there was a *bona fide* question to be tried in the action, and the debtor had a cross-claim, and that the case therefore fell within the principle of *Ex parte Yeatman* (29 W. R. 457, 16 Ch. D. 283).

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) allowed the appeal, holding that in any case the sum received by the debtor

would have to be applied in satisfying the claim of the bank, and that the question whether the debtor would receive any such sum was one of future probability and could not be regarded as a cross-claim disentitling the creditors to have the petition heard at once.—COUNSEL, F. Dodd; E. Griffith. SOLICITORS, J. E. Lickfold; T. R. Haslam.

[Reported by H. W. LAW, Esq., Barrister-at-Law.]

BICKMORE v. DIMMER. No. 2. 4th Dec.

LANDLORD AND TENANT—LEASE—COVENANT NOT TO MAKE ALTERATIONS—SHOP—FIXTURE—ADVERTISING SIGN.

This was an appeal against a decision of Farwell, J. The plaintiffs are the owners of certain premises known as 24 and 26, Sandon-buildings, Church-street, Liverpool, and in May, 1898, they leased part of the premises to Frederick Heath for a term of twenty-one years. The lease contained the following covenants: (1) That the leasee would within twelve months from the commencement of the term expend the sum of £400 at least in alterations to the shop-fronts on the ground floor of the premises and otherwise in such substantial improvements, internal structural alterations, and decorations of the premises and in such manner as the surveyor of the lessors should approve; (2) that the leasee would not make or suffer to be made any alteration to the premises except as therein expressly provided without the previous consent in writing of the lessors; (3) that the lessors would within twelve months from the commencement of the term expend the sum of £700 or some part thereof in improvements to the staircase and lift in the premises, and in case the whole of the £700 should not be required for that purpose would apply the balance towards the execution of the alterations and improvements therein covenanted to be executed by the leasee, and that they would keep in repair the outside of the premises. In December, 1900, the premises comprised in the lease were assigned for the residue of the term to the defendant, George Dimmer, who carries on in them the business of a watchmaker and jeweller. The defendant recently erected outside the premises, without the consent of the plaintiffs, a large clock contained in an iron circular frame 4ft. in diameter, which is fastened by iron bolts driven into the stone wall of the premises. The clock has two faces, on which the defendant's name and business appear. The clock is lighted by electricity. The works are not inside the clock, but are within the premises, the hands being connected with them. The plaintiffs alleged that this constituted an "alteration" in the premises in breach of covenant (3) above mentioned. They accordingly claimed a declaration that the erection of the clock was a breach of the covenant and a mandatory injunction for its removal. The defendant denied that the erection of the clock was an alteration within the meaning of the covenant. Farwell, J., held that there had been a breach of the covenant not to make any alteration to the premises without the lessor's consent, and he granted a mandatory injunction for the removal of the clock. The defendant appealed.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and COLEMAN-HARDY, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—This is a case which depends upon the construction of a particular covenant in a lease. To see what is the proper construction of this particular lease you must take into consideration the lease and its purposes as a whole. In this case the premises, though not originally demised as premises upon which the business of a jeweller or watchmaker was to be carried on, eventually came to be occupied for that purpose. The original assignment to the present tenant was without the leave of the landlord, and the landlord accordingly took action to forfeit the lease. That action was compromised, and the substance of the compromise was that the assignee was to be accepted as a tenant by the landlord, and allowed to carry on his business subject only to this, that he was restricted to carrying on the business on a particular part of the premises. Then there was a covenant not to make any alteration to the premises. I feel strongly that, having to construe this word "alteration," it is impossible to hold that every addition to the premises, whether it alters the form and structure of the premises or not, is within the meaning of this word alterations. If we were so to hold, this tenant would not be able to put up a fixed blind on the outside of his windows, or a lamp outside the door, or even a knocker on the door. It seems to me that that is an impossible construction. It is necessary to draw the line somewhere. We have to see here whether this clock does or does not come within the words "alteration to the premises." I think I am justified in saying that wherever the line is drawn this clock does not come within the words "alteration to the premises." In my view the word "alteration" only applies to alterations to the form or structure of the premises. At any rate, I think that the line ought to be drawn so that it would not operate to prevent a man who intended to carry on a business upon the premises from doing acts which are convenient and useful to a tradesman in the ordinary course of his business. So to construe the covenant that the tenant could not affix to the building a lamp or a clock if he thought it convenient for his business could not have been within the contemplation of the parties. Taking this view of the covenant, I think that the decision of Farwell, J., was wrong, and that the appeal ought to be allowed.

STIRLING, L.J.—I am sorry I cannot agree with Farwell, J. The respondents admitted that there must be excepted from the covenant such things as are necessary to the enjoyment of the premises as a jeweller's shop. I think that limitation is right, but it does not go far enough. The limitation should include not only things essential to the carrying on of the business, but all things necessary for the carrying on of the business in a reasonable and proper manner. In my opinion this clock is a reasonable and proper mode of giving notice to the public of the business carried on on the premises. On this ground the appeal must be allowed.

COUNSEL, Jenkins, K.O., and Rutherford; Butler, K.O., and Cochran. SOLICITORS, Norris, Allen, & Norris, for North, Kirk, & Cornett, Liverpool; Wynne & Sons, for Whitley & Co., Liverpool.

[Reported by J. L. STIRLING, Esq., Barrister-at-Law.]

High Court—Probate, &c., Division.

In the Goods of JOHN BALL (DECEASED). Barnes, J. 1st and 8th Dec. PROBATE—ADMINISTRATION WITH WILL ANNEXED—REAL ESTATE—LAND TRANSFER ACT, 1897—TREASURY SOLICITOR.

This was a motion for letters of administration with the will annexed to the estate of John Ball, of Peasmarsh, Sussex, who died on the 12th of February of the present year. He made a will on the 28th of October, 1881, and appointed his wife Rebecca sole executrix and universal legatee. She, however, predeceased her husband, and Edward Adamson, a creditor of the estate, now moved for the grant. On the 20th of August a citation was issued and advertised and served on the King's Proctor. The estate consisted of £80 12s. 11d. personality and £187 10s. realty. The King's Proctor had written to the applicant's solicitors that he did not intend to take any steps in the matter, on the understanding that the personality did not exceed £65, and so far as the realty was concerned it was their opinion that the Crown was not bound by the Land Transfer Act, 1897 (60 & 61 Vict. c. 65), s. 1. Counsel expressed a doubt whether that was a correct view to take, and the learned judge when the case was in the first instance before the court suggested that, inasmuch as there were a great many similar cases, it might be desirable, if the estate was large enough to bear it, that the point should be decided, and he therefore adjourned the case in order that the Treasury might appear if so advised. The case of *In the Goods of Hartley* (1899, P. 40) was cited. On the case again coming on for argument, the Treasury appeared by counsel and stated that the law officers had advised that the Land Transfer Act did not bind the Crown and that the Treasury had expressly notified that they had no objection to the grant going provided it was limited to the personal estate. Probably the Treasury solicitor had no power to give any consent as to the real estate, but if the creditor was prepared to take a grant "to all the estate of the deceased which by law devolves to or vests in his legal personal representative" he would not oppose that, because he might say that he believed the question was to be raised again shortly.

BARNES, J., assented to that course being adopted by the creditor, adding that he certainly was not going to decide an extremely difficult point at a moment's notice and without considerable further argument. He thought that the creditor had no right to take at all unless the Crown consented, nor would he now decide what rights the creditor had against a man's land that had bequeathed to the Crown.—COUNSEL, H. Newson; R. J. Parker. SOLICITORS, Kingsford, Dorman, & Co; Treasury Solicitor.

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

In the Goods of JOHN EDWARD LELEAN (PRESUMED DECEASED). Barnes, J. 8th Dec.

LEAVE TO SWEAR DEATH.

This was a motion for leave to swear the death of John Edward Lelean under the following circumstances: Mr. Lelean was master of the barge *Elliot*, of the port of Arbroath, and on the 19th of December, 1901, he sailed from Carrisal, in Chili, for Baltimore, with a cargo of manganese ore. The voyage under fair weather conditions would be of about three months' duration, and the ship should therefore have reached her destination about the middle of March, 1902. She had not, however, since been heard of, and on the 9th of July she was posted at Lloyds as missing, and the underwriters had paid as on a total loss.

BARNES, J., gave leave to swear the death as having occurred on or since the 19th of December, 1902, subject to an affidavit as to the amount of the presumed deceased's estate and that he was not insured.—COUNSEL, E. Symons. SOLICITORS, Coode, Kingston, & Cotton, for R. P. Edgemoor, Bodmin.

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

Solicitors' Case.

REX v. ARCHBISHOP OF CANTERBURY. No. 1. 2nd Dec.

SOLICITOR—TREASURY SOLICITOR—QUALIFICATION—ACTING FOR PRIVATE INDIVIDUAL—RIGHT OF CLIENT TO RECOVER COSTS—REVENUE SOLICITORS ACT, 1828 (3 GEO. 4, c. 25), s. 1—SOLICITORS ACT, 1843 (6 & 7 VICT. c. 73), ss. 2, 47; AND 1874 (37 & 38 VICT. c. 78), s. 12—TREASURY SOLICITOR ACT, 1876 (39 & 40 VICT. c. 18).

Appeal by Alexander William Cobham from an order of Lord Alverstone, G.J., in chambers, refusing to review the taxation of costs. Upon the confirmation of the Bishop-Elect of Worcester before the Vicar-General of the Province of Canterbury the appellant appeared for the purpose of raising certain doctrinal objections to the confirmation. The vicar-general refused to hear the objections, and the appellant obtained in the King's Bench Division a rule nisi for a mandamus to the Archbishop of Canterbury and the vicar-general to hear and determine the objections. The archbishop shewed cause against the rule and was represented by Sir Edward Clarke, K.C., and Mr. E. W. Hannell, instructed by the Solicitor to the Treasury, and the Crown was also separately represented by the law officers and other counsel, also instructed by the Solicitor to the Treasury. The court discharged the rule with costs to the archbishop,

but reserved the question as to the right of the Crown to costs (see 50 W. R. 348; 1902, 2 K. B. 503). Subsequently the court held that the Crown was not entitled to costs (see 50 W. R. 476; 1902, 2 K. B. 569). Upon taxation the master taxed the archbishop's bill of costs on the same footing as if the archbishop had appeared by an ordinary solicitor. The appellant carried in objections to the taxation on the grounds (1) that the Treasury Solicitor, who purported to act for the archbishop, was not a qualified solicitor, and therefore the costs were not recoverable; and (2) that the whole of the costs had been in fact incurred by the Crown and not by the archbishop. The taxing-master overruled the objections, stating that the costs incurred on behalf of the archbishop were distinct from the costs of the Crown, and that in his opinion the Treasury Solicitor was entitled to appear for the archbishop. Lord Alverstone, C.J., affirmed the decision of the taxing-master. On appeal, the appellant contended that the Treasury Solicitor, who was not admitted as a solicitor and held no certificate, could only act for the Crown and for certain persons for whom he was authorized to act by a Treasury minute, of whom the archbishop was not one: Pulling on Solicitors (3rd. ed.), pp. 27, 28. He was a statutory person and could only act within his statutory powers. He could not therefore act for a private individual. If he acted outside his powers, he came under the requirements of the Solicitors Acts, 1843, s. 2, and 1874, s. 12, and his client could not recover costs. It was contended on behalf of the archbishop that the Treasury Solicitor had a right to act for those persons for whom the Crown directed him to act, and when so acting he was to be considered as in all respects a duly qualified solicitor.

THE COURT (COLLINS, M.R., and ROMER and MATHEW, L.JJ.) dismissed the appeal.

COLLINS, M.R., said that section 12 of the Solicitors Act, 1874, was decisive of the question. That section, first of all, enacted that any person who wilfully and falsely pretended to be a solicitor should be guilty of an offence under the Act, and no costs on account of any act or proceeding done or taken by any person who acted as a solicitor without being duly qualified so to act should be recoverable by any person whomsoever. The section then went on to say that a person should be deemed to be duly qualified to act as a solicitor if he should have in force a duly stamped certificate authorizing him to act—that was one qualification—or should have been appointed to be Solicitor of the Treasury or of certain other public offices or bodies—that was a second qualification. Therefore the Treasury Solicitor was a duly qualified solicitor. The Treasury Solicitor was appointed under 9 Geo. 4, c. 25, section 1 of which enacted that it should be lawful for the solicitor so appointed to act and practice as such solicitor under the orders and directions of the Commissioners of the Treasury in every court in the United Kingdom, anything in any Act of Parliament, or order of court, or any law, usage, or custom relating to solicitors to the contrary notwithstanding. When the Crown thought it right that the Treasury Solicitor should act for an individual and gave directions to him so to act, he was on the same footing as a duly qualified solicitor. He was none the less in such a case the Treasury Solicitor because he appeared as solicitor for the individual. The archbishop, therefore, was entitled to have the costs taxed, and to recover them from the appellant.

ROMER and MATHEW, L.JJ., concurred.—COUNSEL, *Danckwerts*, K.C., and *Merton Smith*; *Sir Edward Carson*, S.G., and *H. Sutton*. SOLICITORS, *Wainwright & Co.*; Solicitor to the Treasury.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

*. There was an obvious error in the report of *King and Wilkins v. Barber* (ante, p. 110). "Foreclosure" should have been "redemption."

New Orders, &c.

High Court of Justice.

CHRISTMAS VACATION.

NOTICE.

There will be no sitting in court during the Christmas Vacation.

During the Christmas Vacation, all applications "which may require to be immediately or promptly heard," are to be made until Wednesday, December 31st, inclusive, to the Honourable Mr. Justice SWINFEN EADY, and after that date to the Honourable Mr. Justice JELF.

The Honourable Mr. Justice SWINFEN EADY will act as Vacation Judge from Monday, December 22nd, to Wednesday, December 31st, both days inclusive. His lordship will sit in King's Bench Judges' Chambers on Monday, December 29th. On other days, within the above period, applications in urgent matters may be made to his lordship by post or rail.

The Honourable Mr. Justice JELF will act as Vacation Judge from Thursday, January 1st, 1903, to Saturday, January 10th, both days inclusive. His lordship will sit in King's Bench Judges' Chambers on Tuesday, January 6th. On other days, within the above period, applications in urgent matters may be made to his lordship by post or rail.

In any case of great urgency the brief of counsel may be sent to the judge by book post or parcel, prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope capable of receiving the papers, addressed as follows: "Chancery Official Letter; To the Registrar in

Vacation, Chancery Registrar's Chambers, Royal Courts of Justice, London, W.C."

On applications for injunctions, in addition to the above, a copy of the writ, and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the judge for the time being acting as vacation judge can be obtained on application at the Chancery Registrar's Chambers, Room 136, Royal Courts of Justice.

The Chambers of Mr. Justice Kekewich and Mr. Justice Joyce (S to Z Division) will be open (for Vacation business only) from 10 to 2 on Wednesday, December 24; Tuesday, December 30; Wednesday, December 31, 1902; Thursday, January 1; Friday, January 2; and Tuesday, January 6, 1903.

Law Societies.

The Incorporated Law Society of Liverpool.

The following are extracts from the report of the committee in addition to the matters referred to last week (ante, p. 111):—

Members.—The society now consists of 409 members. The number of barristers and others, not being members, who subscribe to the library is fifty-eight. During the past year nine new members have been elected. During the same period seven members, in addition to the deceased members, have ceased to belong to the society.

Retirement from Parliament of Mr. Warr.—The committee received with deep regret the intimation of Mr. A. F. Warr's decision to retire from Parliament, and desire to record their sense of the deep obligation of the society to him for the valuable assistance which he has never failed to render when appealed to, and their high appreciation of the services which he has rendered to the public and profession throughout his Parliamentary career.

Legal Education.—It is part of the new scheme for establishing a university in Liverpool that a faculty of law should be created in the new university. This involves the contribution of a capital sum of at least £20,000, over and above the £10,000 already paid towards the foundation of the Queen Victoria Chair of Law. Members of the legal profession have in past years given generously in aid of legal education, and the present year has been no exception. A sum of £3,413 has been subscribed by lawyers during by 1902, and it is gratifying to note from the report of the Executive Committee of the new university that the committee have agreed to appropriate £10,000 to establish and endow an additional Law Chair in Commercial Law, in addition to the Queen Victoria Chair.

Lancashire Chancery Appeals.—In June last the attention of the committee was drawn to the fact that the Court of Appeal had refused to recognize the rule (which had been in vogue for several years) that appeals from the Palatine Court were set aside out of the general list and taken on the first Thursday of each sittings and of every month of the sittings. The committee, in co-operation with the committee of the Manchester Law Association, addressed a letter to the Master of the Rolls, drawing his attention to the matter, and asking that the practice, which had hitherto proved so convenient and had been in existence for so long, of fixing a special day for the hearing of appeals from the Palatine Court should be adhered to. The letter also suggested that it would be a great convenience if the practice were extended to appeals in Chancery matters from the Lancashire judge of the High Court. The Master of the Rolls replied that there was no intention of departing from the rule, and that his lordship saw no objection to the arrangement being extended to appeals from the Lancashire judge of the High Court in Chancery matters, and stated that the necessary directions had been given for this to be carried out.

Grants of Probate.—The attention of the committee was drawn to the inconvenience arising from the fact that no definite information could be given to solicitors lodging papers for probate in the district registry as to when the grant would be sealed, with the result that the fact of probate having been granted was frequently announced in the local papers, and the contents of the will made public, before the solicitors had an opportunity of informing the executors that the grant had been sealed. The matter was mentioned to the district probate registrar, who has intimated that any solicitor applying for probate and leaving with the papers an envelope stamped and addressed, will be informed by post as promptly as possible, either that the probate is sealed, or about to be sealed, or that another call is necessary. The registrar has further stated that in future the grant will not be indexed till after the close of the day on which it is sealed. The committee are of opinion that this alteration will materially lessen the inconvenience mentioned.

Liverpool Court of Passage.—The corporation of Liverpool have during the past year continued their efforts to remove the dead-lock which has for the past nine years existed with regard to the rules of the Court of Passage, and asked for the assistance of the committee. On the 24th of January last, a deputation, consisting of representatives from the Liverpool Chamber of Commerce, the Liverpool Underwriters' Association and this society, waited upon the Finance Committee of the Liverpool City Council, with a view to another attempt being made to get the new rules authorized by the Court of Passage Acts, 1893 and 1896, passed by the Rules Committee and the Lord Chancellor. As a result of that conference the town clerk communicated with the Lord Chancellor, and his lordship consented to receive a deputation on the subject. Accordingly, representatives of the Liverpool Corporation, the Liverpool Chamber of Commerce, the Liverpool Underwriters' Association, and this society waited upon the Lord Chancellor on the 23rd of April last.

Land Transfer.—In February last a letter was received from the secretary of the Incorporated Law Society, U.K., stating that the Lord Chancellor had been requested to receive a deputation, for the purpose of urging upon him the necessity of an inquiry as to whether the working of the Land Transfer Act during the experimental period of three years had or had not been attended with success, and inviting the committee to appoint two members to attend the deputation. The committee thought that as the Act at present only applied to the administrative county of London there was no occasion for them to be represented, as the practical proofs of the objections to the Act could only be obtained in districts in which the Act had been in force. In the month of July a letter was received from the secretary of the Leeds Law Society suggesting that a conference of representatives of the Manchester, Leeds, and Liverpool societies should be held for the purpose of considering what steps, if any, should be taken on a report which was published, prepared by the registrar of the Land Registry, on the working of the Act during the past three years. The committee appointed representatives, who attended a conference of the three societies in Manchester, when it was decided that the societies in question should co-operate in opposing any extension of the system to any area in Lancashire or Yorkshire until an inquiry had been held on the working of the Act in any other area to which it might have been applied. The committee are of opinion that an inquiry should naturally follow the tentative application of the Act to the administrative county of London and unanimously adopt the report of the Incorporated Law Society, U.K., of the 7th of February, 1902. In connection with the Land Transfer Act, 1897, the Council of the Incorporated Law Society, U.K., have been advised that where there is an assent in writing, whether under seal or not, under section 3 (1) of the Act, the effect of the assent is to transfer the title to the devisee, and the document of assent has the consequence of a conveyance or transfer, and should be stamped with a 10s. stamp. The question of an application being made to enable unstamped assents to be stamped without payment of a penalty is now engaging the attention of the Council of the Incorporated Law Society, U.K.

United Law Society.

Dec. 9.—Mr. C. H. Kirby presided.—Mr. J. W. Weigall moved: "That the Education Bill deserves the hearty support of all true friends of education." Mr. W. Llewellyn Williams opposed. The speakers were Messrs. E. Cox-Sinclair, N. Tebbutt, and C. Kains Jackson. The motion was carried.

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, on the 10th inst., Mr. Frederic P. Morrell, M.A. (Oxford), in the chair. The other directors present being Messrs. H. Morten Cotten, Grantham R. Dodd, W. H. Gray, J. Roger B. Gregory, Samuel Harris (Leicester), R. S. Taylor, Maurice A. Tweedie, Richard W. Tweedie, and J. T. Scott (secretary). A sum of £315 was distributed in grants of relief, five new members were admitted to the association, and other general business transacted.

Law Students' Journal.

The Incorporated Law Society.

HONOURS EXAMINATION.—NOVEMBER, 1902.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the Examination Committee recommended the following as being entitled to honorary distinction:

FIRST CLASS.

[In order of Merit.]

EVERARD KENNETH BROWN, who served his clerkship with Mr John Barling Purchase, of the firm of Messrs. John B. & F. Purchase, of London.

LEWIS LINCOLN WHITFIELD, who served his clerkship with Mr. Charles Dalton Woolley, of London.

SECOND CLASS.

[In Alphabetical Order.]

BENJAMIN MASON COOK, B.A., LL.B. (Camb.), who served his clerkship with Mr. Richard William Bowry Buckland, of the firm of Messrs. Vandercom, Doulton, & Buckland, of London.

THIRD CLASS.

[In Alphabetical Order.]

ROGER CLAYTON, B.A. (Oxon.), who served his clerkship with Mr. Augustus Frederick Warr, of the firm of Messrs. Batesons, Warr, & Wimbhurst, of Liverpool.

WALTER POWELL DAVID, who served his clerkship with Mr. Edward Thomas David, of Bridgend.

GEORGE WILLIAM GRICE-HUTCHINSON, who served his clerkship with Mr. Charles William Dalbaird, of the firm of Messrs. Gordon, Dalbaird, & Pugh, of London.

LAWRENCE ARTHUR HIND, LL.B. (Camb.), who served his clerkship with Mr. Jesse Hind, of the firm of Messrs. Wells & Hind, of Nottingham, and Messrs. Hind & Robinson, of London.

HAROLD T'ANSON JONES, who served his clerkship with Mr. Norman Herbert Smith, of London.

GEORGE CLARK WILLIAMS, B.A. (London), who served his clerkship with Mr. William Buckley Roderick, of the firm of Messrs. Roderick & Richards, of Llanelli.

The Council of the Incorporated Law Society has accordingly given class certificates and awarded the following prizes of books:

To Mr. Brown—Prize of the Honourable Society of Clement's-inn—value about £10; and the Daniel Beardon prize—value about 20 guineas.

To Mr. Whitfield—The prize of the Honourable Society of Clifford's-inn—value 5 guineas; and the John Mackrell prize—value about £12.

The Council have given class certificates to the candidates in the second and third classes.

Eighty-seven candidates gave notice for the examination.

Examinations at the Incorporated Law Society in the Year 1902.

SPECIAL PRIZES OPEN TO ALL CANDIDATES.

Scott Scholarship.—Leonard William Moore, being, in the opinion of the Council, the candidate best acquainted with the Theory, Principles, and Practice of Law, they have awarded to him the scholarship founded by Mr. James Scott, of Lincoln's-inn-fields.

Mr. Moore served his clerkship with Mr. John William Frederic Jacques, of the firm of Messrs. F. V. Jacques, Clutton, & Jacques, of Bristol, and Messrs. Stow, Preston, & Lyttelton, of London, and obtained the prize of the Honourable Society of Clement's-inn and the Daniel Beardon prize at the Honours Examination held in January, 1902.

Broderip Prize.—Leonard William Moore, being first in order of merit, and having shewn himself best acquainted with the Law of Real Property and the Practice of Conveyancing, passed a satisfactory examination, and attained honorary distinction, the Council have awarded to him the prize, consisting of a gold medal, founded by Mr. Francis Broderip, of Lincoln's-inn.

The Clabon Prize.—Leonard William Moore, having shewn himself best acquainted with the Law and Practice of Equity, otherwise passed a satisfactory examination, and attained honorary distinction, the Council have awarded to him the prize founded by Mr. John Moxon Clabon, of Great George-street, Westminster.

LOCAL PRIZES.

Timpron Martin Prize for Candidates from Liverpool.—Ernest William Bird, from among the candidates from Liverpool, who served two-thirds of his period of service there, having passed the best examination, and attained honorary distinction, the Council have awarded to him the gold medal founded by Mr. Timpron Martin, of Liverpool.

Mr. Bird served his clerkship with Mr. Francis H. Kendall, of the firm of Messrs. Banks, Kendall, & Taylor, of Liverpool; and Messrs. Cole & Jackson, of London, and obtained the Clifford-inn Prize at the Honours Examination held in January, 1902.

Atkinson Prize for Candidates from Liverpool or Preston.—Ernest William Bird, from among the candidates from Liverpool or Preston, having shewn himself best acquainted with the Law of Real Property and the Practice of Conveyancing, otherwise passed a satisfactory examination, and attained honorary distinction, the Council have awarded to him the gold medal founded by Mr. John Atkinson, of Liverpool.

Birmingham Law Society's Gold Medal.—The examiners reported that there was no one qualified to take this prize.

Birmingham Law Society's Bronze Medal.—The examiners reported that there was no one qualified to take this prize.

Stephen Heelis Prize for Candidates from Manchester or Salford.—Thomas Hulme, from among the candidates from Manchester or Salford, having passed the best examination, and attained honorary distinction, the Council have awarded to him the gold medal founded in memory of the late Mr. Stephen Heelis, of Manchester.

Mr. Hulme served his clerkship with Mr. Henry Harwood, of the firm of Messrs. Aston, Harwood, & Somers, of Manchester, and Messrs. Bower, Cotton, & Bower, of London, and obtained second class honours at the Honours Examination held in January, 1902.

The Mellersh Prize.—Thomas Fielden Taylor, from among candidates who have been articled in the counties of Surrey or Sussex, or who are the sons of solicitors who have resided or practised in either of those counties, having shewn himself best acquainted with the Law of Real Property and the Practice of Conveyancing, the Council have awarded to him the prize founded by the late Mr. Robert Edmund Mellersh, of Godalming.

Mr. Taylor served his clerkship with Mr. W. F. Verrall, of Worthing, Sussex, and obtained second class honours at the Honours Examination held in January, 1902.

Law Students' Societies.

LAW-STUDENTS' DEBATING SOCIETY.—Dec. 9.—Chairman, Mr. Henry G. Barrett.—The subject for debate was: "That this house would regret any treaty being entered into between Great Britain and Germany." Mr. H. S. Duder opened in the affirmative; Mr. Hugh Rendell opened in the negative. The following members also spoke: Messrs. Aglionby, Fleadwell, Wallace Atkins, Hastings Rhodes, Eales, Newton, A. F. Clarke, W. E. Singleton, Adams, John Rendell, and Findlay. The motion was carried by two votes.

Solicitors' Robes.

The Report of the Professional Purposes Committee.

[Confirmed by the Council, the 5th of December, 1902.]

On the 12th of September last, the judge of the Brentford County Court, who had previously made a rule that solicitors acting as advocates in that court should be properly robed, declined to hear a solicitor who was not robed. The incident gave rise to much correspondence both in the papers and with members of the society who wished to have an expression of opinion of the Council on the subject.

The matter was considered by the Council on the 24th of October, when it was resolved that the Provincial Law Societies be requested to express their opinion as to the desirability of solicitors wearing the usual robes when acting as advocates.

The secretary accordingly issued a circular letter to the Provincial Law Societies, and the replies then received were submitted to the Council at their meeting on the 7th of November, when it was resolved that the matter be referred to this Committee for consideration and report.

Forty Provincial Law Societies have replied to the circular. Thirty-six of these say it is customary in the district represented by them for solicitors acting as advocates to be properly robed, and thirty expressly state that they approve of the practice. Two societies only—namely, Liverpool and Sussex, say that the practice is not customary in their respective districts, and express disapproval of it.

The committee have given the whole subject their consideration, and having regard to the result of the inquiries made, they think that the Council should confirm the general impression amongst the Provincial Law Societies as to its being desirable that solicitors acting as advocates in the county courts should be robed, and that it should be made known that the Council approve of the practice.

The committee think that the wearing of robes distinguishes the members of the profession from other persons present in court, and tends to check attempts by unqualified persons to appear for the parties as advocates.

Legal News.

Appointments.

The following appointments have been made by the Council of Legal Education for the year ending the 10th of January, 1904: Roman Law, Jurisprudence, and International Law—Reader, Mr. J. PAWLEY BATE; Assistant Reader, Mr. S. H. LEONARD. Constitutional Law and Legal History—Reader, Mr. A. T. CANTER. Evidence, Procedure, and Criminal Law—Reader, Mr. W. BLAKE OGDEN, K.C. The Law of Real and Personal Property and Conveyancing—Reader, Mr. J. A. SCULLY; Assistant Reader, Mr. J. A. STRAHAN. Common Law—Reader, Mr. HUGH FRASER; Assistant Reader, Mr. A. LLEWELYN DAVIES. Equity—Reader, Mr. A. UNDERHILL; Assistant Reader, Mr. A. F. TOPHAM (in place of Mr. W. Ashburner, resigned).

Mr. ALICK JAMES TANSSELL, barrister-at-law, has been appointed Stipendiary Magistrate for Chatham and Sheerness.

Mr. EDGAR BRISLEY, barrister-at-law, has been appointed Second Stipendiary Magistrate for the City of Manchester.

Changes in Partnerships.

Dissolutions.

WILLIAM AUGUSTUS CHALLIS and PERCIVAL TERRY, solicitors (W. A. Charles & Terry), Retford. Nov. 22.

JOSEPH FALLOWS and JOHN RIDER, solicitors (Fallows & Rider), 4, Lancaster-place, Strand, London. Oct. 30. [Gazette, Dec. 5.]

General.

Sir Edward Clarke, K.C., is confined to his house at Staines with a chill, and has cancelled all engagements until after Christmas. Lady Clarke has sent the following telegram, in reply to a message of inquiry: "Sir Edward Clarke is suffering from the strain of overwork and only requires complete rest."

The lawyers have been earning big fees of late, and it may not be uninteresting, says a writer in the *St. James's Gazette*, to recall the income of perhaps the most successful lawyer of our time. In the last full working year before he became Lord Chief Justice of England, Lord Russell earned nearly a £1,000 every fortnight. In four months of 1891, before he succeeded to the bench, Lord Russell's income was over £10,000, the total for 1892 being £22,517. In 1892 the total reached £15,200; in 1891, £12,783; in 1890, £16,077; in 1889, £17,913; in 1888, £14,028; and in 1887, £16,651. In six years, therefore, this famous lawyer earned a hundred thousand pounds.

In the course of the trial of the *Tuf Vale case*, Mr. Justice Wills said that he was once on his way to America. Before the boat landed a gentleman asked if he would allow himself to be interviewed. "You won't get much out of me if I do," said his lordship. "You had better not take that line," was the retort, "or you will find a column of things you never said."

It is not generally known, says the *Genealogical Magazine*, that the black cap has no specific relation to the hanging of a criminal. Its sinister reputation, its colour, and the fact that a judge when pronouncing a capital sentence always wears it, have combined to attach to it a meaning and symbolism which it does not possess. It is really nothing more than a part of the full dress of a judge.

The grand jury at Birmingham Assizes on Wednesday returned a true bill on each of the five counts of the indictment preferred against Mr. Robert Harding Milward. In his charge, says the *Daily Mail*, the Lord Chief Justice referred to the case as one of an unusual character, and one which he was sure would cause distress and anxiety to them. The defendant was accused of very serious offences of defalcation and the misappropriation of very considerable amounts of trust money. His lordship went through the charges in detail, the allegations broadly stated being that Mr. Milward in his capacity as solicitor received money due to his clients, and failed to pay it over when requested. The trial was to begin on Thursday last before Lord Alverstone.

The committee of the Humanitarian League having called the attention of Mr. Crackanthorpe, K.C., author of the article on the International Criminal Sentences Commission in the November number of the *Nineteenth Century and After* to a passage in which he states that "flogging under the Garretts Act, 1863, put a stop to that form of violence," and requested him to furnish them with his authority for this statement. Mr. Crackanthorpe has replied that "on the broad question whether flogging has or has not a deterrent effect on crimes of violence everyone is entitled to his own opinion. The matter does not appear to me to admit of demonstration either way. That flogging does deter in such cases was stated in 1889 by Mr. Henry Matthews (Lord Landaff), by Lord Cross, and the late Sir Henry Selwin-Ibbotson (Lord Rookwood), two of these having been Principal Secretaries of State for the Home Department, and the third Under Secretary."

A curious story, says an American legal journal, comes from Kansas of a man who wanted to tell a neighbour what he thought of him without laying himself open to a suit for damages. So he hit on a plan of sending him each day a postal card with only one word written on it in a large hand, in addition to the date obscurely tucked away in a corner. The person receiving the cards recognized the handwriting, and, suspecting something, kept them until they stopped coming, when he read them consecutively in the order of their reception. What he read was, "Ridiculous old Bill Jones is the meanest cuss in town," and he at once instituted a suit for slander against the sender. The latter's lawyer, however, called attention to the fact that the postal card containing "ridiculous," though mailed first, was dated the day after the date of the card having the word "town." Moreover, a careful inspection would show that after the word "ridiculous" was an exclamation point, and after the word "town" was an interrogation mark; so that the series of postal cards might be made to read, "Old Bill Jones is the meanest cuss in town? Ridiculous!" He claimed, therefore, that instead of slandering the plaintiff his client had defended him from slander, and this plea was sustained by the court. But, all the same, everybody in town insisted that the first reading of the cards was the correct one, so that the writer attained his object.

In the course of his summing up in the case which lasted for fourteen days at the Old Bailey, the recorder said that the indictment in the form in which it was presented to the grand jury, and in which it was returned by them, contained thirty-one counts. Of these thirty-one counts ten had been eliminated, having been withdrawn by counsel for the prosecution, acting on a suggestion which fell from him, and no evidence had been offered by the prosecution upon them. He protested against the practice which had grown up during the last thirty years in that court, which he had again and again heard his predecessors in the office which he now filled, and learned judges of the High Court, and others protest against—the practice of prosecuting cases at enormous length, instead of endeavouring to divide them into a form in which, in something like a reasonable time, the jury could arrive at a conclusion in regard to them. The evils which were produced by that practice had been greatly added to as a result—as a necessary result—of the passing of the Act of Parliament enabling defendants on their trial to give evidence on their own behalf, because, in addition to the evidence of witnesses for the prosecution, they now had the evidence of defendants. He was not finding any fault with the Act, on the contrary, he thought that this case was an illustration of the extreme value of the Act and of the justice of allowing an accused person to have the opportunity of going into the witness-box and giving his account of the matter. Originally he entertained a doubt as to whether the Act might not operate prejudicially to an accused. But he confessed that he was wrong in so thinking. His experience of the Act—and his experience was, perhaps, greater than that of other judges, for he had tried more cases under it than judges of the High Court—was that it was a great boon to men who were unjustly charged. These protracted prosecutions were highly oppressive from another reason—they amounted in substance to a denial of justice. It sometimes happened, when there were long proceedings before a magistrate, that the whole of the funds of a defendant became exhausted, and when the case was brought to that court for hearing the defendant was unrepresented.

Court Papers. Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KNEWICH.	Mr. Justice BYRNE.
Monday, Dec.	15 Mr. King	Mr. Greswell	Mr. Farmer	Mr. Carrington
Tuesday	16 Farmer	Church	King	Beal
Wednesday	17 W. Leach	Greswell	Farmer	Carrington
Thursday	18 Theod	Church	King	Beal
Friday	19 Church	Greswell	Farmer	Carrington
Saturday	20 Greswell	Church	King	Beal
Date.	Mr. Justice FARWELL.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINFER HADY.
Monday, Dec.	15 Mr. Theod	Mr. Jackson	Mr. Godfrey	Mr. R. Leach
Tuesday	16 W. Leach	Pemberton	R. Leach	Godfrey
Wednesday	17 Theod	Jackson	Godfrey	Pemberton
Thursday	18 W. Leach	Pemberton	R. Leach	Jackson
Friday	19 Theod	Jackson	Godfrey	Beal
Saturday	20 W. Leach	Pemberton	R. Leach	Carrington

FOR THROAT IRRITATION AND COUGH "Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7½d. and 1s. 1½d. James Epps & Co., Ltd., Homoeopathic Chemists, London.—[Advrt.]

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house, even for a short occupation, it is advisable to have the Drains and Sanitary Arrangements independently Tested and Reported upon. For terms apply to The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Established 27 years. Telegrams: Sanitation, London. Telephone: 316 Westminster.—[Advrt.]

The Property Mart.

Sales of the Ensuing Week.

Dec. 17.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—Islington, King's Cross, Kentish Town, and Kensington: Well-secured Leasehold Ground-rents, amounting to £230 as 10s., arising out of 18 houses of the estimated rack-rental value of £2,875 per annum; in Five Lots. Solicitors, Messrs. Oldfield, Bartram, & Oldfield, London. (See advertisement, this week, back page.)

Dec. 18.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

To a Moiety of Trust Fund, represented by Mortgage Securities, Brewery Stock, &c., value £23,000; lady aged 81. Solicitors, Messrs. James, Mellor, & Coleman, London.

To One-third of a Trust Estate, represented by Waterworks Stock, &c., value £1,900; lady aged 59. Solicitors, Messrs. Tippetts, London.

To One-fifth of £6,175, represented by Mortgage Securities and Cash; lady aged 74. Also to One-fourth of a Fund represented by Colonial Stock value £1,840, receivable in the same event, with the Reversion to One-fourth of Mortgage and Consols value £9,900. Solicitors, Messrs. G. H. King & Franks, Portsmouth.

To £4,600, being a first charge upon a larger fund; lady aged 57. Solicitor, David Davis, Esq., London.

POLICES for £3,000, £200, £250, £100, £300. Solicitors, Messrs. Green, Moberly, & Green, Southampton.

VARIOUS SHARES.

(See advertisements, this week, back page.)

Winding-up Notices.

London Gazette.—FRIDAY, Dec. 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BEDFORD MOTOR AND WAGON CO., LIMITED (IN LIQUIDATION).—Creditors are required, on or before Jan 15, to send their names and addresses, and the particulars of their debts or claims, to Alexander Brooke Bryden, 23, Bucklebury. Bate & Co, Bedford row, solers for liquidator

ELLIS ANTISEPTIC ANEMIA SYNDICATE, LIMITED.—Creditors are required, on or before Jan 17, to send their names and addresses, and the particulars of their debts or claims, to E. Amblett Whitehouse Jewry House, Old Jewry

FLEXIBLE TUBE AND ENGINEERING CO., LIMITED.—Creditors are required, on or before Jan 21, to send their names and addresses, and the particulars of their debts or claims, to Robert Edwin Smalley, 9, Chapel st, Preston

S G SYNDICATE, LIMITED.—Creditors are required, on or before Jan 5, to send their names and addresses, and the particulars of their debts or claims, to Clare Smith, 53, Cannon st, Williams & Co, The Vestry House, Laurence Pountney hill, solers to liquidator

SOL SYNDICATE, LIMITED.—Puts for winding up, presented Nov 23, directed to be heard Dec 18, Munn & Longden, 8, Old Jewry, solers for poters. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 18

WEST HARTLEPOOL SANITARY LAUNDRIES, LIMITED.—Puts for winding up, presented Nov 17, directed to be heard at Sunderland on Dec 18. Blackburn & Main, 21, Lowther st, Carlisle, solers for poters. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 17

UNLIMITED IN CHANCERY.

SOUTH CONDBURROW MINING CO.—Creditors are required, on or before Jan 10, to send their names and addresses, and the particulars of their debts or claims, to Charles Clark, Windsor chambers, 23, Old St Helens

COUNTY PALATINE OF LANCASTER.

UNLIMITED IN CHANCERY.

MANCHESTER CROWN PERMANENT BENEFIT BUILDING SOCIETY.—Puts for winding up, presented Dec 1, directed to be heard at the Court House, Byrom st, Manchester, Dec 18, at 10 o'clock. Boddington, 1, Princess st, Manchester, solers for poters. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 17

London Gazette.—TUESDAY, Dec. 9. JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

BIRMINGHAM RESTAURANT CO., LIMITED.—Creditors are required, on or before Jan 21, to send their names and addresses, and the particulars of their debts or claims, to Charles Richards, Oldfield chambers, Corporation st, Birmingham. Wright & Marshall, Birmingham, solers for liquidator

COMPOSERS AND AUTHORS PRESS, LIMITED.—Creditors are required, on or before Jan 23, to send their names and addresses, and the particulars of their debts or claims, to Herbert Brown, 26, Craigrope rd, Blackheath

GRAHAM OXLEY & CO., LIMITED.—Puts for winding up, presented Dec 4, directed to be heard at the Court House, Bank parade, Barnley, on Dec 20, at 9.30. Poulard, 14, Nicholas st, Barnley, solers for poters. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Dec 19

HERBERTS, LIMITED.—Creditors are required, on or before Dec 26, to send their names and addresses, with particulars of their debts or claims, to George Bowler, Marlton chambers, North John st, Liverpool. Kelly, Liverpool, solers to liquidator

IXION TYRE AND RUBBER CO., LIMITED.—Creditors are required, on or before Jan 21, to send in their names and addresses, and the particulars of their debts or claims, to A. H. Ernst-Champness, 50, Coleman st. Pepper & Co, Clement's inn, Strand, solers for liquidator

KERN, WARD, & CO., LIMITED.—Creditors are required, on or before Jan 24, to send their names and addresses, and the particulars of their debts or claims, to Robert Ferdinand Darnley, 25, Newhall st, Birmingham. Herd & Co, Birmingham, solers for liquidator

KINGSLAND MANUFACTURING CO., LIMITED.—Creditors are required, on or before Jan 19, to send their names and addresses, and the particulars of their debts or claims, to W Hewitt, 110, High st, Kingsland

TARQUAN FINANCE SYNDICATE, LIMITED.—Creditors are required, on or before Jan 12, to send their names and addresses, and the particulars of their debts or claims, to Harry Read Smith, 21, Walbrook

TELEGRAPH MANUFACTURING CO., LIMITED.—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to William H Alexander, 24, North John st, Liverpool

UNLIMITED IN CHANCERY.

INSTITUTION OF GAS ENGINEERS.—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to Andrew Douglas, Jan 11, Victoria st, Westminster. Radcliffe & Co, Craven st, Charing Cross, solers to liquidator

KING'S ARMS MUTUAL INVESTMENT SOCIETY.—Creditors are required, on or before Jan 17, to send their names and addresses, with particulars of their debts or claims, to William Boscow Ormerod, 15, Dutton st, Accrington

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Dec. 5.

GIRLING, BARRY, East Dereham, Norfolk, Esq. Jan 6 Tuck v Girling, Buckley, J Hanson, East Dereham

GRUNDY, DAVID, Esq., Little Hulton, Lancs Jan 3 Briggs v Grundy, Farwell, J Cross, Manchester

TURNER, JOSEPH, Liverpool, Hotel Proprietor Jan 6 Turner v Turner, Swinfen Esq, J Dun, Liverpool

London Gazette.—TUESDAY, Dec. 9.

THOMPSON, ALICE, Shalesmoor, Sheffield Jan 9 Seelgar, Willis, & Co v Webster and Others, Byrne, J Webster, Sheffield

Under 22 & 23-Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, Dec. 2.

ASH, WILLIAM, Bath, Licensed Victualler Jan 10 Dyer, Bath

ATFIELD, CHARLES, Redhill, Surrey Jan 1 Morrisons & Nightingale, Reigate

BUGG, RICHARD, Bush Hill Park, Redhill Jan 10 Jessopp & Gough, Wallham Abbey

CHIFFORDALL, Lieut General EDWARD, J B, Barrow on soar, Limerick Jan 1 Fenn & Co, Leicester

CLARKE, JANE ANN, Blackpool Dec 10 Dean & Waterhouse, Blackpool

CORREN, JANE, Toliet st, Mile End Dec 10 Gilbert & Co, St Winchcombe st

COLLINS, CHARLES UPTON, Aston, Warwick Bicycle Fittings Manufacturer Jan 13 Rabbett, Birmingham

COOPER, ELIZABETH, South Shields Dec 31 Grunhut, South Shields

COWARD, THOMAS RICHARD, Lumley st, Oxford st, Coach Builder Dec 31 Howard, Clifford's inn, Fleet st

DUNN, ALFRED SHADRACH, Dinton, Wilts Farmer Jan 10 Wilson & Sons, Salisbury

FARRINGTON, ELLIS, Epping Dec 31 Robins & Co, Strand

GASTREY, PHILIPPE WILHELMINE CATHERINE THERESA, Catfield, Norfolk Jan 15 Culley, Norwich

GORDON, THOMAS, Liverpool, Medical Practitioner Dec 31 Nield, Liverpool

GRIGGS, WILLIAM, Stow Bridge, Norfolk, Publican Dec 31 Reed & Wayman, Duxham Market, Norfolk

GUEST, WILLIAM, Nottingham Dec 14 Dawson & Wright, Nottingham

HAYTER, WILLIAM JOHN, Bedminster, Bristol, Fish Hawker Jan 2 Vesle, Bristol

HEATON, HARRY, Alum Chine, Bournemouth, India Rubber Manufacturer Feb 1 Innes, Manchester

HICKS, WILLIAM BARNES, Monkroston, Northumberland Dec 31 Denison & Slater, Newcastle on Tyne

HITCHCOCK, JOHN, Winchester Jan 1 Bailey & White, Winchester

HOLM, JANE, Bath Jan 10 Dyer, Bath

HUGHES, PETER, Penryn, Cornwall Dec 31 Llandudno Jan 1 Chamberlain & Johnson, Llandudno

JAMISON, ANN, Gateshead Dec 20 Ryott & Swan, Gateshead

JAMISON, ROBERT, Gateshead Dec 20 Ryott & Swan, Gateshead

KAYNER, CAROLINE LANGTON, Dees, Chester Feb 2 Rylands & Sons, Manchester

LANCASTER, WILLIAM, Barnley, Wests Double Dec 21 Nowell & Co, Barnley

MOORE, JOSEPH, Glasgow, Worcester, Manufacturer Jan 10 Mathers & Co, Birmingham

NEWBOLD, SELINA, Coventry, Fishmonger Jan 21 Kirby & Sons, Coventry

PARKIN, JOSEPH, Birkenhead Dec 21 Thompson & Co, Birkenhead

POWELL, ADAM SMITH, Shirley, Warwick Jan 14 Lane & Co, Birmingham

POWELL, DAVID, Barry, Glam. Insurance Agent Dec 20 Hughes, Barry Dock

PURCHON, GEORGE, Hunslet, Leeds Dec 15 Tempest, Leeds

PURCHON, JOHN JOSEPH, Hunslet, Leeds, Pawnbroker Dec 15 Tempest, Leeds

RADFORD, MARY ANNE, Barton on Trent Dec 18 Russell, Lichfield

ROBERTSON, MARY ANN ELIZABETH, South Hamsford Jan 21 Flex & Co, Londonhall st

ROSE, MR WILLIAM, Hart, Bowdler End, Bucks Dec 20 Bump & Co, St Winchcombe st

SLATER, SARAH ELLEN, St Helens, Lancs Dec 18 Barrow & Cook, St Helens

THOMPSON, JANE, Sunderland Dec 20 Wright & Son, Sunderland

TRIMMER, BENJAMIN, Gravesend Dec 21 Dawes & Sons, Angel st, Throgmorton st

WHITE, RICHARD JOSEPH, Keelworth Jan 1 Stevens & Mayon, King st, Cheapside

WHITE, GEORGE ROBERT, KCB, Aghavon, Queen's County, Ireland Jan 18 Laurence & Co, Lincoln's inn fields

WILKINSON, CHARLES, Kingston upon Hull, Beethouse Keeper Jan 1 Austin, Hull

Bankruptcy Notices.

London Gazette.—FRIDAY, Dec. 6.

RECEIVING ORDERS.

BATTE, WILLIE, Sheffield, Grocer Sheffield Pet Dec 3
Ord Dec 3
BROADBENT, CAROLINE, Newport Mon, Grocer Newport
Mon Pet Dec 1 Ord Dec 1
BUTTERWORTH, FRANK, Rochdale, Grocer Rochdale Pet
Dec 1 Ord Dec 1
CANE, JOHN GEORGE BENJAMIN, Horse Bay, Fishmonger
Canterbury Pet Dec 3 Ord Dec 3
CHAPMAN, GEORGE EDWARD, Newhaven, Builder Lewes
Pet Dec 3 Ord Dec 3
COWEN, WILLIAM CARLISLE, Blacksmith Carlisle Pet
Dec 2 Ord Dec 2
DOBSON, ANNE, Middlesbrough Middlesbrough Pet Dec
3 Ord Dec 3
EDWARDS, ROBERT WILLIAM, HERMOND MALLITT EDWARDS,
and ROBERT WILLIAM EDWARDS, jun, Edmonson,
Builders Edmonson Pet Nov 13 Ord Dec 1
EVANS, RHYA, Aberystwyth, Glam, Collier Aberystwyth Pet
Dec 3 Ord Dec 3
FOWELL, WILLIAM THOMAS, Margate, Greengrocer Canter-
bury Pet Dec 3 Ord Dec 3
FRANCE, WILLIAM, Gt James st, Lison Grove, Butcher
High Court Pet Dec 3 Ord Dec 3
GALPIN, ALEX HUGH, Bridge Farm, Ford, ex Aylesbury,
Farmer Aylesbury Pet Dec 3 Ord Dec 3
GAUNT, CHARLES, Gt Grimsby Gt Grimsby Pet Dec 1
Ord Dec 1
GOULDING, JONAS, Gainsborough, Lincs, Fruitwre Lincoln
Pet Dec 3 Ord Dec 3
GRAHAM, E LEBLIE, Streatham, Metallurgical Chemist
Wandsworth Pet Oct 30 Ord Dec 3
HALE, JOHN MARSH, Whitacre, Oxford, Warwick,
Farmer Birmingham Pet Dec 2 Ord Dec 3
HOLMES, BRISTAND, Leeds Leeds Pet Nov 29 Ord
Nov 29
HOOD, WILLIAM, Oldfield rd, Stoke Newington, Tea Agent
Edmonton Pet Nov 13 Ord Dec 1
HOPGOOD, EDWIN, Landport, Hants, Greengrocer Ports-
mouth Pet Nov 29 Ord Nov 29
HOREMAN, WILLIAM, West Hartlepool, Builder Sunder-
land Pet Nov 25 Ord Nov 25
ISAAC, GEORGE, Williamstown, Penryn, Glam, Labourer
Pontypridd Pet Nov 29 Ord Nov 29
JACKSON, ANNE HARRY, Sheffield, Draper's Assistant
Sheffield Pet Dec 3 Ord Dec 3
JACKSON, EZRA WILLIAM, Kingston upon Hull, Tailor
Kingston upon Hull Pet Nov 29 Ord Nov 29
JAMES, CHARLES THOMAS CLEMENT, Fiddisbury, nr
Rochester, Author Rochester Pet Sept 27 Ord
Dec 1
JEFFERSON, FREDERICK LEBLIE, Gt Cornard, Sudbury,
cuffolk Colchester Pet Dec 3 Ord Dec 3
JONES, JOHN, Rhosyllon, Denbigh, Collier Wrexham Pet
Dec 2 Ord Dec 2
KETTLE, JOHN, Bourn, Lincs, Farmer Peterborough Pet
Dec 2 Ord Dec 3
LARGENT, FREDERICK, Queen Victoria st, Merchant High
Court Pet July 8 Ord Aug 7
MOULD, JOHN FLETCHER, Povey, Wils, Seed Merchant
Swindon Pet Dec 2 Ord Dec 3
PARKS BROTHERS & Co, 81 Midland st, Accountants
High Court Pet Sept 19 Ord Dec 3
PENDERTON, JOHN CALLAN, East Retford, Notis. Coal
Merchant's Traveller Lincoln Pet Dec 1 Ord Dec 1
PLAYET, HARRY, Bowdley, Worcester, Tea Merchant
Kidderminster Pet Nov 29 Ord Nov 29
ROBINSON, CHARLES, Marple, Cheshire, Farmer Stockport
Pet Dec 2 Ord Dec 2
ROBINSON, SIMPSON, High Birstwith, nr Ripley, Yorks,
Farmer York Pet Dec 3 Ord Dec 3
SLATER, WASHINGTON, and WALTER SLATER, Sheffield,
Cutlery Manufacturers Sheffield Pet Nov 13 Ord
Dec 3
STANTON, WILLIAM, Chorlton on Medlock, Manchester,
Leather Merchant Pet Nov 25 Ord Dec 1
STEAD, GEORGE, Leeds, Butcher Leeds Pet Dec 2 Ord
Dec 2
SUTTON, EDWIN, Crews, Grocer Crews Pet Dec 3 Ord
Dec 3
SWAIN, WALTER, Laidlaw's, Bradford, Coal Merchant
Bradford Pet Dec 1 Ord Dec 1
TAYLOR, MARY, Walsall, Harness Manufacturer Walsall
Pet Nov 29 Ord Nov 29
TEMPER, GEORGE, Otley, Yorks, Butcher Leeds Pet Dec
3 Ord Dec 3
VAUGHAN, THOMAS, Bristol, Watch Material Dealer Bristol
Pet Dec 2 Ord Dec 2
WALKER, JOHN ANDREW, Hawthorn, nr Doncaster, Black-
smith Sheffield Pet Dec 3 Ord Dec 3
WHITE FRANK, West Bridgford, Notis. Loco Manufacturer
Nottingham Pet Dec 3 Ord Dec 3
WHITTINGHAM, WILLIAM GEORGE, Woodworth, Finsbury
Manufacturers Woodworth Pet Dec 3 Ord Dec 3
WILSON, JOHN, Chesham on Ham, Builder Salford Pet
Dec 2 Ord Dec 3
YEADON, SIMON, Poole, nr Otley, Yorks, Commission
Agent Leeds Pet Dec 3 Ord Dec 3

FIRST MEETINGS.

ANSLER, JOHN, Lutonworth, Leicester, Blacksmith Dec
12 at 12.30 Off Rec, 1, Bridge st, Leicester
ANDREWS, THOMAS, Aberystwyth, Collier Haverhill
Dec 12 at 12.30 High st, Norwich Tynd
BAGWELL, CHARLES JOSEPH, St. John's, Brewery Manufac-
turer Dec 12 at 10.30 Wright & Wootton's Office, 1,
Martin st, Bedford

BANNER, FRANK EDGAR, Banbury, Watchmaker Dec 12 at
12.30 Aldate's, Oxford
BOYD, WILLIAM BROWN, Darlington, Joiner Dec 17 at 3
Off Rec, 8, Albert rd, Middlesbrough
BROWN, JOHN, Colne, Lancs, Commission Agent Dec 13
at 8 Off Rec, 14, Chapel st, Preston
CAMMELL, WALTER, Manchester, Architect Dec 12 at 3
Off Rec, Byrom st, Manchester
CLIFF, FRANCIS ARTHUR, Birmingham, Leather Manufac-
turer Dec 16 at 11.174, Corporation st, Birmingham
CUTLER, EPHRAIM, jun, Stockton on Tees, Assistant
Roller Dec 17 at 3 Off Rec, 8, Albert rd, Middle-
brough
DAVIES, WILLIAM HENRY, Barking, Essex, Roundabout
Froggisham Dec 12 at 3 Temple chambers, Temple av,
London
DE BARRER, EDWARD THOMAS, Bull's Pond rd, Musical
Director Dec 15 at 11 Bankruptcy bldg, Carey st
EDWARDS, ROBERT WILLIAM, HERMOND MALLITT EDWARDS,
and ROBERT WILLIAM EDWARDS, jun, Edmonson,
Builders Dec 16 at 13 Room 31, Temple chambers,
Temple av, London
EVANS, GRIFITH, Bethesda, Carnarvon, Butcher Dec 18 at
12.15 Ship Hotel, Bangor
FRANCE, JOHN SAMUEL, Fleck, Walsall, Fruiterer Dec 16
at 18 Off Rec, Wolverhampton
HAMMOND, WALTER, Park rd, Grouse End, Butcher Dec
16 at 11 Bankruptcy bldg, Carey st
HATTON, JOHN, Kingston, Hereford, Timber Merchant
Dec 18 at 2.20 The Burton Arms Hotel, Kingston
HOLLAND, WILLIAM HENRY, Lower Boughton, Salford,
Copper Wire Maker Dec 12 at 2.53 Off Rec,
Byrom st, Manchester
HOLMES, BRISTAND, Leeds Dec 13 at 11 Off Rec, 22,
Park row, Leeds
HOPGOOD, EDWIN, Landport, Hants, Greengrocer Dec 13
at 4 Off Rec, Cambridge junc, Portsmouth
JARVIS, WILLIAM, Llandudno, Greengrocer Dec 13 at 11.30
Crypt chambers, Basingstoke row, Chester
KASTENBAUER, GEORGE MAX, Pishoe, Devon, Farmer
Dec 15 at 11 Off Rec, Bedford circus, Chester
KEMAL, SYDNEY EDWARD, Burslem, Staffs, Colour Manu-
facturer Dec 19 at 11 Off Rec, King st, Newcastle,
Staffs
LONGSTAFF, BENJAMIN, Pembroke Ferry, Pembroke Dock,
Pembroke, Inspector and Ferryman Dec 19 at 12.30
Temperance Hall, Pembroke Dock
MACKAY, THOMAS, Kingston upon Hull, Commercial
Traveller Dec 19 at 11 Off Rec, Trinity House ls,
Hull
MARGENTH, ALFRED JAMES, Fenchurch st, Tailor Dec
15 at 12 Bankruptcy bldg, Carey st
MARSHALL, ROBERT, Norwich, Publican Dec 12 at 12 Off
Rec, 2, King st, Norwich
MARSH, RICHARD SMITH, Lincoln's Inn fields, Solicitor
Dec 15 at 12 Bankruptcy bldg, Carey st
MILN, GEORGE C, East Molesey, Surrey Dec 15 at 11.30
24, Railway app, London Bridge
MITCHELL, JOHN APPELBY, Llandudno, Town Porter Dec
12 at 2.15 Prince of Wales Hotel, Llandudno
NICKLIN, CHRISTOPHER, Walsall, Grocer Dec 16 at 11.30
Off Rec, Wolverhampton
NOLAN, MARY ANN, Grocer Dec 12 at 3.30 Off Rec, 14,
Chapel st, Preston
OWENS, MARY, and ROBERT WILLIAM OWENS, Portsmouth,
Port Butchers Dec 13 at 3 Off Rec, Cambridge junc,
Portsmouth
PARKS BROS & Co, 81 Midland st, Accountants Dec 17
at 11 Bankruptcy bldg, Carey st
PICK, HENRY, Northampton, Leicester, Coal Carter Dec 15
at 12.30 Off Rec, 1, Bridge st, Leicester
POSTILL, ALFRED, Pickering, Yorks, Inspector Dec 13 at
3.45 74, Newborough, Scarborough
POTTER, JOHN, Battersea, Builder Dec 12 at 11.30 24,
Railway app, London Bridge
RATCLIFFE, WILLIAM, Wigan, Grocer Dec 12 at 3 Off
Rec, 19, Exchange st, Bolton
ROBERTS, THOMAS, Cathays, Cardiff, Fruit Merchant Dec
13 at 10 Off Rec, 117, St Mary st, Cardiff
ROBINSON, SIMPSON, High Birstwith, nr Ripley, Yorks,
Farmer Dec 15 at 11.30 Off Rec, The Red House,
Discombe pl, York
SALISBURY, JOSEPH, Barwell, Leicester, Boot Manufacturer
Dec 12 at 3 Off Rec, 1, Bridge st, Leicester
SMITH, JOHN WILLIAM, Grimsby, Tobacconist Dec 12
at 12 Off Rec, 4, Castle pl, Park st, Nottingham
STANLEY, GEORGE, Walsall, Grocer Dec 16 at 11 Off
Rec, Wolverhampton
STANTON, WILLIAM, Moss Side, Manchester, Cashier Dec
12 at 3.30 Off Rec, Byrom st, Manchester
STRAD, GEORGE, Leeds, Butcher Dec 12 at 11.30 Off Rec,
25, Park row, Leeds
SURREN, HENRY WALTER, Tushbridge Wells, Fruit
Merchant Dec 15 at 12.30 24, Railway app, London
Bridge
SUTCLIFFE, ROBERT, Rhy, Flint, Confectioner Dec 13 at
11.30 Crypt chambers, Basingstoke row, Chester
SWAIN, WALTER, Laidlaw's, Bradford, Coal Merchant
Dec 16 at 11 Off Rec, 81, Manor row, Bradford
TAYLOR, MARY, Walsall, Harness Manufacturer Dec 13
at 12 Off Rec, Wolverhampton
TEAGUE, GEORGE, Chiswick, Glam, Collier Dec 15 at 3
120, High st, Merthyr Tydfil
THOMAS, CHARLES ROYCE, Yarnminster, Dorset, Farm
Manager Dec 16 at 11.30 Marnold Hotel, Yeovil
UPPERDOWN, WALTER LEWIS, Mundesley, Norfolk,
Landscape Gardener Dec 13 at 12.30 Off Rec, 8
King st, Norwich
WALLACE, ARTHUR, Newcastle, Staffs, Publican Dec 19
at 11.30 Off Rec, King st, Newcastle, Staffs
WALLIS, THOMAS HENRY, Aston, Boro, Staffs, Licensed
Vintner Dec 13 at 10.45 Wright & Wootton's
Office, 1, Martin st, Bedford
WILLIAMS, JAMES THOMAS, Tooting, Builder Dec 12 at 11.30
24, Railway app, London Bridge

ADJUDICATIONS.

BATTE, WILLIE, Sheffield, Grocer Sheffield Pet Dec 1
Ord Dec 3
BROADBENT, CAROLINE, Newport, Mon, Grocer Newport,
Mon Pet Dec 1 Ord Dec 1
BUTTERWORTH, FRANK, Rochdale, Grocer Rochdale Pet
Dec 1 Ord Dec 1
CANE, JOHN GEORGE BENJAMIN, Horse Bay, Fishmonger
Canterbury Pet Dec 2 Ord Dec 2
CLIBBORN, F, Talmaghout Cheltenham Pet Oct 6 Ord
Dec 3
COWEN, WILLIAM, Carlisle, Blacksmith Carlisle Pet
Dec 2 Ord Dec 2
DOBSON, ANNE, Middlesbrough Middlesbrough Pet
Dec 3 Ord Dec 3
EVANS, RHYA, Aberystwyth, Glam, Collier Neath Pet
Dec 3 Ord Dec 3
FOWELL, WILLIAM THOMAS, Margate, Greengrocer Canter-
bury Pet Dec 2 Ord Dec 3
FRANCE, WILLIAM, Gt James st, Lison Grove, Butcher
High Court Pet Dec 2 Ord Dec 3
FRANCE, JOHN SAMUEL, Fleck, Walsall, Fruiterer Walsall
Pet Nov 18 Ord Nov 23
GALLAGHER, PETER, and JOSEPH GALLAGHER, St Helena,
Lancs, Grocers Liverpool Pet Nov 19 Ord Dec 3
GALPIN, ALEX HUGH, Ford, nr Aylesbury, Farmer
Aylesbury Pet Dec 3 Ord Dec 3
GAUNT, CHARLES, Gt Grimsby Gt Grimsby Pet Dec 1
Ord Dec 1
GOULDING, JONAS, Gainsborough, Lincs, Fruitwre Lincoln
Pet Dec 3 Ord Dec 3
HOLMES, BRISTAND, Leeds Leeds Pet Nov 29 Ord
Nov 29
HOPGOOD, EDWIN, Landport, Hants, Greengrocer Ports-
mouth Pet Nov 29 Ord Nov 29
HOWLETT, ROBERT, Gravesend, Barge Owner Rochester
Pet Oct 23 Ord Dec 1
ISAAC, GEORGE, Williamstown, Penryn, Glam, Labourer
Pontypridd Pet Nov 29 Ord Nov 29
JACKSON, ANNE HARRY, Sheffield, Draper's Assistant
Sheffield Pet Dec 3 Ord Dec 3
JACKSON, EZRA WILLIAM, Kingston upon Hull, Tailor
Kingston upon Hull Pet Nov 29 Ord Nov 29
JEFFERSON, FREDERICK LEBLIE, Sudbury, Suffolk Calche-
ster Pet Dec 3 Ord Dec 3
JONES, JOHN, Rhosyllon, Denbigh, Collier Wrexham Pet
Dec 2 Ord Dec 2
MOULD, JOHN FLETCHER, Povey, Wils, Seed Merchant
Swindon Pet Dec 2 Ord Dec 3
PENDERTON, JOHN CALLAN, East Retford, Notis. Coal
Merchant's Traveller Lincoln Pet Dec 1 Ord Dec 1
PLAYET, HARRY, Bowdley, Worcester, Tea Merchant
Kidderminster Pet Nov 29 Ord Nov 29
ROBERTS, ROBERT, Holyhead, Anglesey, Builder Bangor
Pet Nov 6 Ord Dec 1
ROBINSON, CHARLES, Marple, Cheshire, Farmer Stockport
Pet Dec 2 Ord Dec 2
ROBINSON, SIMPSON, High Birstwith, nr Ripley, Yorks,
Farmer York Pet Dec 2 Ord Dec 2
SHELDON, GEORGE JON, Oldbury, Worcester West Brom-
wich Pet July 4 Ord July 11
STANTON, WILLIAM, Chorlton on Medlock, Manchester
Leather Merchant Pet Nov 25 Ord Dec 1
STEAD, GEORGE, Leeds, Butcher Leeds Pet Dec 2 Ord
Dec 2
SUTTON, EDWIN, Crews, Grocer Crews Pet Dec 3 Ord
Dec 3
SWAIN, WALTER, Laidlaw's, Bradford, Coal Merchant
Bradford Pet Dec 1 Ord Dec 1
TEMPER, GEORGE, Otley, Yorks, Butcher Leeds Pet Dec
3 Ord Dec 3
WALKER, JOHN ANDREW, Hawthorn, nr Doncaster, Black-
smith Sheffield Pet Dec 3 Ord Dec 3
WHITE, WILLIAM JOSEPH, Upper st, Illington, Butcher
High Court Pet Nov 23 Ord Dec 1
YEADON, SIMON, Poole, nr Otley, Commission Agent
Leeds Pet Dec 2 Ord Dec 2

London Gazette.—TUESDAY, Dec. 9.

RECEIVING ORDERS.

ADAMS, THOMAS HENRY, Tenbury, Worcester, Draper
Kidderminster Pet Nov 17 Ord Dec 4
ALLEN, HENRY SMITH, Cardigan, Photographer Car-
marthen Pet Dec 4 Ord Dec 4
ASQUITH, HAROLD HUDSON, Leeds, Currier's Labourer
Leeds Pet Dec 3 Ord Dec 3
BISH, BERNARD, Blackpool, Circus Proprietor Preston Pet
Dec 5 Ord Dec 5
BOWKER, WALTER THOMAS, Hyde, Chester, Copper Roller
Nogent Ashton under Lyne Pet Dec 4 Ord Dec 4
BRINDLE, WALTER, Darwen, Boot Dealer Darwen Pet
Dec 4 Ord Dec 4
BURGH, FREDERICK WILLIAM, Dover, Storeman
Canterbury Pet Dec 5 Ord Dec 5
BUTLER, ALFRED, Leicester, Boot Manufacturer Leicester
Pet Dec 4 Ord Dec 4
CHANDLER, FRANK, Broom's, Notis, Auctioneer Nottingham
Pet Dec 4 Ord Dec 4
CONSTABLE, EDWARD HARRY, Windsor, Baker Windsor
Pet Dec 3 Ord Dec 3
COOK, JOSEPH, Coventry, Hay Dealer Coventry Pet Dec
3 Ord Dec 3
CUNNINGHAM ROBERT FRANCIS, Torrington sq, Singer
High Court Pet Dec 6 Ord Dec 7
DAVIES, ROBERT JOHN, Wilson Farm, Leyland, Hereford,
Labourer Leominster Pet Dec 6 Ord Dec 6
DEANE, SAMUEL, Gray's Inn rd, Hamlet High Court Pet
Dec 4 Ord Dec 4
DODD, W H, Twickenham Brentford Pet Nov 13 Ord
Dec 5
DUNN, JOHN, Spennyngrove, Durham, Commission
Agent Durham Pet Dec 6 Ord Dec 6
DUFF, JOHN S, Sutton, Surrey, Commission Agent High
Court Pet Oct 7 Ord Dec 7

DURANT, JAMES SMITH, Clements, Norfolk, Bricklayer
King's Lynn Pet Dec 5 Ord Dec 5
FOX, JOHN HENRY WILLIAM, Earl Shilton, Leicester,
Shoom Leicester Pet Dec 5 Ord Dec 5
GREEN, FREDERICK ABRAHAM, Southampton, Insurance Agent
Southampton Pet Dec 5 Ord Dec 5
HARGREAVES, SAMUEL HEDLEY, Leeds Leeds Pet Dec 5
Ord Dec 5
HAYARD, BENJAMIN, Cardigan, Licensed Victualler Car-
michael Pet Dec 4 Ord Dec 4
HILL, FRANCIS ROBERT, Tooting June Wandsworth Pet
Sept 23 Ord Dec 4
HITCHING, WILLIAM HENRY, and FRANCIS HENRY OWEN,
Bristol, Boot Manufacturers Bristol Pet Nov 12
Ord Dec 5
HOUGHES, WILLIAM GEORGE, Mulbarton, Norfolk, Farm
Labourer Norwich Pet Dec 5 Ord Dec 5
JONES, EDWARD MARK, St Quintin av, North Kensington,
Book Binder High Court Pet Sept 10 Ord Nov 18
JONES, ROBERT LLOYD, and WILLIAM JOHN JONES,
Pemberton, Carnarvon, Butchers Bangor Pet
Dec 5 Ord Dec 5
JONES, W., New Malden, Builder Kingston, Surrey Pet
Oct 14 Ord Dec 4
KING, HERBERT, Teddington, Commission Agent Kingston,
Surrey Pet Oct 25 Ord Dec 4
MCINTOSH, DAVID, Gosforth, Northumberland, Draper
Newcastle upon Tyne Pet Nov 30 Ord Dec 4
MARSHALL, THOMAS WILLIAM, Eccleshill, Bradford, Tinner
Bradford Pet Dec 4 Ord Dec 4
METCALFE, FREDERICK, Bolton, Builder Bolton Pet Dec 4
Ord Dec 4
PALMER BROTHERS, Wimbledon, Builders Kingston, Surrey
Pet Oct 17 Ord Dec 4
RAINE, JOHN, Windermere, Westmorland, Caterer Kendal
Pet Dec 4 Ord Dec 4
ROSE, JOHN THOMAS, London, Essex, Grocer Chelmsford
Pet Dec 5 Ord Dec 5
SIMMONS, JOSEPH BENJAMIN, Bridgewater sq, Barbican,
Ostrich Feather Manufacturer High Court Pet Dec 4
Pet Dec 4
SPENCER, ARTHUR, Guildford st, Boarding house Keeper
High Court Pet Nov 18 Ord Dec 4
STEPHENSON, CHARLES WILLIAM, Brad ord, Draper Brad-
ford Pet Dec 4 Ord Dec 4
STONEHAM, CHARLES JOHN, Bradford, Carriage Builder
Bradford Pet Dec 4 Ord Dec 4
SWABBRICK, HENRY, Walton le Dale, nr Preston, Builder
Preston Pet Nov 24 Ord Dec 4
TUCKER, GEORGE NELSON, St Quintin av, North Kensing-
ton High Court Pet Nov 11 Ord Dec 4
VICKERS, JOHN BRADFORD, Wighams rd, Mornsey, Saddler
High Court Pet Dec 5 Ord Dec 5
WHITNEY, R. W. G., Fleet st, Advertising Agent High
Court Pet Oct 18 Ord Dec 4

Amended notices substituted for those published in the
London Gazette of Nov 28:

JEWELL, WILLIAM, Knowle, Warwick, Grocer Birmingham
Pet Nov 5 Ord Nov 26
ELWELL, EDWIN ALBERT, Rhyl, Flint, Grocer Dudley
Pet Nov 20 Ord Nov 20

FIRST MEETINGS.

ASQUITH, HAROLD HUDSON, Leeds, Carrier's Labourer Dec
16 at 11.30 Off Rec, 22, Park row, Leeds
BARKER, WILLIAM, Moseley, Worcester, Insurance Agent
Dec 17 at 12 174, Corporation st, Birmingham
BISH, ROMEO BACKPOOL, Circus Proprietor Dec 16 at 11
Off Rec, 14, Chapel st, Preston
BOWEN, WALTER THOMAS, Hyde, Cheshire, Copper Roller
Manchester Dec 17 at 2.30 Off Rec, Byrom st,
Manchester
CASE, JOHN GEORGE BENJAMIN, Herne Bay, Fishmonger
Dec 15 at 9 Off Rec, 68, Leslie st, Canterbury
CHAPMAN, GEORGE EDWARD, High st, Newhaven, Builder
Dec 16 at 2.30 Off Rec, 4, Pavilion bldgs, Brighton
COOK, STEWART ARTHUR, Chippenham, Wilts, Outfitter
Dec 17 at 11.30 Off Rec, 36, Baldwin st, Bristol
COOKE, JOSEPH, Coventry, Ba Dealer Dec 16 at 12 Off
Rec, 17, Hertford st, Coventry
CUTTINGHAM, ROBERT FRANCIS, Tarrington sq, Singer Dec
19 at 12 Bankruptcy bldgs, Carey st
DEANE, SAMUEL, Wray's inn rd, Hoxter Dec 18 at 11
Bankruptcy bldgs, Carey st
DUFF, JOHN B., Sutton, Commission Agent Dec 18 at 12
Bankruptcy bldgs, Carey st
FOWELL, WILLIAM THOMAS, Margate, Green grocer Dec 18
at 2.30 Off Rec, 68 Castle st, Canterbury
GILLIVER, WILLIAM JAMES Moseley, Worcester, Solicitor's
Clerk Dec 17 at 11 174, Corporation st, Birmingham
GREENFIELD, ROBERT, jun, Leamington Spa, Warwick,
Farms Dec 16 at 11 Off Rec, 17, Hertford st,
Coventry
HUGHES, WILLIAM, St Asaph, Flint, Saddler Dec
17 at 2.15 Off Rec, Crypt chmbrs, Eastgate row,
Chester
HUNT, ALFRED PHOEB ARONIALD, Southport, Electrical
Engineer Dec 17 at 2 Off Rec, 33, Victoria st,
Liverpool
JACKSON, HENRY WILLIAM, Kingston upon Hull, Tailor Dec
16 at 11.30 Off Rec, Trinity House in, Hull
JEFFERSON, FREDERICK LEBLIS, Old Currier, Sudbury,
Suffolk Dec 16 at 12.45 St Eastern Hotel, Liver-
pool 1st
JEWELL, WILLIAM Knowle, Warwick, Grocer Dec 19 at
11 174, Corporation st, Birmingham
LEE, CHARLES WALFORD, Kidderminster, Boot Maker
Dec 17 at 11 Off Rec, 194, Wolverhampton st, Dudley
MARSHALL, THOMAS WILLIAM Eccleshill, Tinner Dec 18
at 11.30 Off Rec, 31, Manor row, Bradford
METCALFE, FREDERICK, Bolton, Builder Dec 18 at 2 18,
Buckley st, Bolton
MOORE, JOSEPH, South Shields Dec 16 at 11.30 Off Rec,
30, Mosley st, Newcastle on Tyne

OATWAY, JOHN PALMER, and WILLIAM PALMER OATWAY,
Little Marston Farm, Marston Magna, Somerset,
Farmers Dec 16 at 1.30 Mermaid Hotel, Yeovil
PINDER, ALLAN, Brighouse, Publican Dec 17 at 3 Off
Rec, Town Hall chmbrs, Halifax
PLEVET, HARRY, Woodley, Worcester, Tea Merchant
Dec 17 at 12 Off Rec, 199, Wolverhampton st, Dudley
ROBERTS, ROBERT, Holyhead, Builder Dec 17 at 12 Off
Rec, Crypt chmbrs, Eastgate row, Chester

SIMMONS, JOSEPH BENJAMIN, Bridgewater sq, Barbican,
Ostrich Feather Manufacturer Dec 18 at 11 Bank-
ruptcy bldgs, Carey st
SMITH, CAMPBELL, Norwich, Stock Broker Dec 16 at 3
Off Rec, 8, King st, Norwich
SPENCER, ARTHUR, Guildford st, Boarding House Keeper
Dec 19 at 12 Bankruptcy bldgs, Carey st
STEPHENSON, CHARLES, Bradford, Draper Dec 19 at 11
Off Rec, 31, Manor row, Bradford

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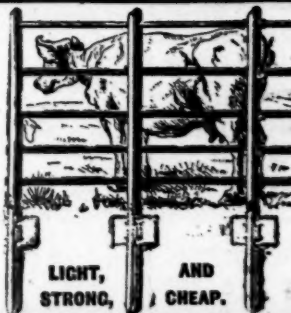
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S. FISHER, 188, Strand.

STEWART, ADA MARY, 65 Milsand n, Bucks, Spinst'er Dec 16 at 12 1/2 St Albans's Oxford
 STONHAM, CHARLES JOHN, Bradford, Carriage Builder Dec 18 at 11 Off Rec 31, Manor row, Bradford
 TADMAN, HERBERT ERNEST, Kingston upon Hull, Tobacco- Dec 16 at 11 Off Rec, Trinity House ln, Hull
 TEMPEST, Otley, Yorks, Butcher Dec 17 at 12 Off Rec, 22, Park row, Leeds
 THOMAS, RICHARD JEREMY, Aberdare, Draper Dec 16 at 230 185, High St, Merthyr Tydfil
 TUCKER, GEORGE NELSON 25 Quinlan av, North Kensington Dec 19 at 11 Bankruptcy bldgs, Carey st
 VAUGHAN, THOMAS, Bristol, Watch Material Dealer Dec 17 at 12 Off Rec 25, Baldwin st, Bristol
 VICKERS, JOHN BRADFORD, Wightman rd, Hornsey, Saddler Dec 22 at 12 Bankruptcy bldgs, Carey st
 WATKINSON JOHN, Preston, Lancs, China Dealer Dec 16 at 10.50 Off Rec, 14 Chapel st, Preston
 WRIGHT, WILLIAM HUBERT, Hensworth, Staffs, Manager Dec 18 at 11 174, Corporation st, Birmingham
 WHITNEY, R W G, Fleet st, Advertising Agent Dec 18 at 12 Bankruptcy bldgs, Carey st
 WILKINS, JOHN, Burswood, Gl-m, General Dealer Dec 17 at 12 135, High st, Merthyr Tydfil
 WILLIAMS, ROBERT, Pandy Cae, Dymorth, Flint Dec 17 at 12.30 Off Rec, Crypt chambers, Westgate row, Chester
 YADON SIMON, Pool, nr Oul-y, Yorks, Commission Agent Dec 16 at 11 Off Rec, 22, Park row, Leeds

ADJUDICATIONS.

ALLEN, ERNEST SMITH, Cardigan, Photographer Carmar- then Pet Dec 4 Ord Dec 4
 ASQUITH, HAROLD HUDSON, Leeds, Currier's Labourer Leeds Pet Dec 3 Ord Dec 3
 BENNET, JOHN, Spawhall, Worcester, Commercial Traveller Birmingham Pet Nov 14 Ord Dec 5
 BOWER, WALTER THOMAS Hyde, Chester, Copper Roller Knightway Ashton under Lyne Pet Dec 4 Ord Dec 4
 BRINDLE, WALTER DAVIDEN, Boot Dealer Darwen Pet Dec 6 Ord Dec 6
 BURGESS, FREDERICK WILLIAM, Dover, Stonemason Canter- bury Pet Dec 5 Ord Dec 5
 BUTLIN, ALFRED, Leicester, Boot Manufacturer Leicester Pet Dec 5 Ord Dec 5
 CHANDLER, FRANK, B-eaton, Notts, Auctioneer Nottingham Pet Dec 5 Ord Dec 5
 CHAPMAN, GEORGE EDWARD, Newhaven, Builder Lewes Pet Dec 5 Ord Dec 5

COMPTABLE, EDWARD HARRY, Windsor, Baker Windsor Pet Dec 3 Ord Dec 5
 CUMMINGHAM, ROBERT FRANCIS, Torrington sq, Sliger High Court Pet Dec 5 Ord Dec 5
 DEANE SAMUEL, Gray's inn rd, Hosier and Outfitter High Court Pet Dec 4 Ord Dec 4
 DUNSDALE, JOHN SPENNIMOR, Du-ham, Commission Agent Durham Pet Dec 5 Ord Dec 6
 DURRANT JAMES SMITH, St Clement's, Norfolk, Brick ayer King's Lynn Pet Dec 5 Ord Dec 5
 DURNTHALL, WILLIAM PETER Reading, Consulting Engineer High Court Pet Aug 22 Ord Dec 4
 FOX JOHN HENRY WILLIAM Earl Shilton, Leicester, Groom Leicester Pet Dec 6 Ord Dec 6
 GREEN, FREDERICK ABRAHAM, Southampton, Insurance Agent Southampton Pet Dec 5 Ord Dec 5
 HALE, JOHN MARSH, Whitacre, Colehill, Warwick, Farmer Birmingham Pet Dec 2 Ord Dec 6
 HARGREAVES, SAMUEL HEDLEY, Leeds Leeds Pet Dec 5 Ord Dec 5
 HAYARD, BENJAMIN, Cardigan, Licensed Victualler Cardigan Pet Dec 4 Ord Dec 4
 HUGGINS, WILLIAM GEORGE, Mubarton, Norfolk, Farm Labourer Norwich Pet Dec 4 Ord Dec 6
 JEWELL, WILLIAM, Knowle, Warwick, Grocer Birmingham Pet Nov 5 Ord Dec 6
 KASTENBAUER, GEORGE MAX, Pinhoe, Devon, Farmer Exeter Pet Nov 29 Ord Dec 6
 KETTLE, JOHN, Bourne, Lincs, Farmer Peterborough Pet Dec 2 Ord Dec 5
 KIMBERLEY, JOHN, Ferry Barr, Staffs, Fruit Dealer Birmingham Pet Nov 29 Ord Dec 5
 MCBUGH JOHN THOMAS, South Shields, Grocer Newcastle on Tyne Pet Oct 10 Ord Dec 8
 MARSHALL, THOMAS WILLIAM, Bradford, Tinner Bradford Pet Dec 4 Ord Dec 4
 METCALFE, FREDERICK, Bolton, Builder Pet Dec 4 Ord Dec 4
 PITCHFORD, ALFRED, Newport, Salop, Shopkeeper Stafford Pet Nov 30 Ord Dec 5
 RAINE, JOHN, Windermere, Westmorland, Caterer Kendal Pet Dec 4 Ord Dec 4
 ROSE, JOHN THOMAS, Laidon, Essex, Grocer Chelms- ford Pet Dec 3 Ord Dec 3
 SCHIFF, JOSEPH, Fore at, Costume Manufacturer High Court Pet Nov 19 Ord Dec 4

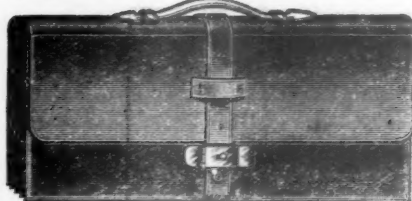
SMITH JOHN WILLIAM Grantham, Tobaccoist Nottingham Pet Nov 6 Ord Dec 4
 STEPHENSON, CHARLES WILLIAM, Bradford, Draper Bradford Pet Dec 4 Ord Dec 4
 STONHAM, CHARLES JOHN, Bradford, Carriage Builder Bradford Pet Dec 4 Ord Dec 4
 VICKERS, JOHN BRADFORD, Wightman rd, Hornsey, Saddler High Court Pet Dec 5 Ord Dec 5
 WALLEY, THOMAS HERBERT, Aston, nr Stone, Staffs, Licensed Victualler Stafford Pet Nov 24 Ord Dec 5

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